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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

THE BUSINESS under the Bankruptcy and Companies (Winding-up) Acts will for the future be transacted by Mr. Justice WRIGHT.

THERE IS some reason to suppose that, notwithstanding the terms of the above announcement, the arrangement is not likely to be permanent. The circuit duties of a judge of the Queen's Bench Division render his appointment as the winding-up judge very undesirable. Why should not the business be distributed among the judges of the Chancery Division as in the old days, or, at all events, vested in one of the judges of that division, who is always accessible and thoroughly familiar with the work?

WE ARE requested, for the convenience of the profession, to repeat the announcement we made last week, that the practice of entering judgment in default of defence without order, under ord. 27, r. 2, is not to be considered as in any way interfered with by ord. 30, r. 1 (*b*).

IT IS well settled that a company incorporated under the Companies Acts cannot, by any provisions in the memorandum or articles of association, escape from the fundamental condition that every share must be issued subject to the payment of the full nominal value either in cash or by other means protected by a duly registered contract. The final development was given to this doctrine in *Welton* v. *Saffery* (45 W. R. 508), where the House of Lords held that the full amount was payable, even though there were no claims of creditors in question, and the calls were made solely for the adjustment of the rights of contributories *inter se*. A similar principle has now been applied by BYRNE, J., in deciding that a company cannot by its articles deprive a contributory of the right to petition for a winding up of the company conferred by section 82 of the Companies Act, 1862. In *Re Peveril Gold Mines (Limited)* the articles of the company provided that no winding-up petition should be presented by a member unless with the consent in writing of not less than two-thirds of the board of directors, or in pursuance of a resolution passed by a majority at a general

meeting, or unless the petitioner or petitioners should hold not less than one-fifth of the issued capital of the company upon which all calls should have been paid. An attempt was made to support this provision upon the familiar ground that the articles form a contract between the members and the company, and that a member was prohibited by his contract from bringing a petition unless the requirements of the article had been complied with. But it seems probable that the contract is only valid in so far as it deals with matters which the statutes have left open, and that members cannot by a provision in the articles be deprived of a right which has been expressly conferred upon them by the Legislature. Such rights appear to be as much a part of the constitution of the company as the liability to pay the nominal value of shares. Looking at the matter from a practical point of view, this result is clearly required in the interest of investors. It is rare, as BYRNE, J., pointed out, that a person who is applying for shares in a company first peruses the articles, and it would be an extremely unfortunate state of things if the safeguards which the Companies Acts have provided could be dispensed with by provisions inserted at the instance of the promoters. Notwithstanding the above clause, therefore, a petition presented by a shareholder in the company was allowed to be proceeded with.

LORD HALSBURY'S usual good-humoured equanimity appears to have been considerably perturbed by the recent storm of criticism. Veiling his remarks under the guise of eulogy of the late Master of the Rolls, he said, at the Lord Mayor's banquet, that Viscount ESHER was a great lawyer, and added: "In saying that I am aware that I am expressing a different opinion from that of those gentlemen who are good enough to arrogate to themselves all wisdom and a perfect knowledge of everything." But, so far as we know, this is the opinion which was expressed by the organs of public opinion upon Lord ESHER'S retirement. We are not aware of any public comments which were inconsistent with this view. Who, then, can the "gentlemen" be who are referred to in these very scorching terms? Surely not any public commentator on Lord ESHER'S career? But Lord HALSBURY proceeded to point his moral by developing the crowning merit of the late Master of the Rolls. "Besides being a great lawyer, he was a high-minded English gentleman. He cared nothing whatever for the momentary opinion. He did what he thought was right, and cared not for commentary or blame if, in his view, he was doing what was right and just, still less if he thought that commentary was tainted with the poisoned breath of political animosity." Now, we do not recall any instance in which Lord ESHER suffered at all from public commentary or blame, still less from "the poisoned breath of political animosity." He was pre-eminently a shrewd man of the world, not in the least likely to go out of his way to raise up enemies. These observations must be taken to have indirect reference to the action of another personage, and it is worth while to consider whether they will bear the test of examination. According to the Lord Chancellor, the characteristic of "a high-minded English gentleman" is that he holds the test of the rightness and justice of an act to be his own view that it is right and just. If he thinks that what he is doing is right and just he may be altogether callous to the opinion of others. That was the opinion of DIOGENES, but is it not rather odd doctrine to be laid down by the Keeper of the Queen's Conscience? Suppose "a high-minded English gentleman" thinks it "right and just" that he should marry his deceased wife's sister. He deems the existing state of the law wrong and unjust. He may entrench himself in his sense of rectitude, and personally bear with equanimity the reflections of his acquaintances. But is he justified in paying no regard to the social stigma which will be inflicted on the woman he proposes to marry, and on the offspring of the union? So, we may ask, when a judicial appointment is proposed to be made which the appointor may consider "right and just," but which he knows will not be so considered by the legal profession and the public, is the appointor justified in ignoring the consideration of the injury to the reputation of the Bench likely to be occasioned by an appointment which, to the world at large, will appear to be a political job? Is not the reputation of the Bench of infinitely more consequence than the reputation of the appointor?

AN INTERESTING point arising under the Local Government Act, 1894, was decided by a Divisional Court (WRIGHT and KENNEDY, JJ.) in the case of *Lewis* v. *Poole* (*ante* p. 14). The question was as to the right of custody of the tithe apportionment and map of a rural parish. The Tithe Act, 1846 (6 & 7 Will. 4, c. 71), ss. 63, 64, provides for the annexation of the map to the instrument of apportionment, and enacts that one copy of the instrument shall be deposited with the incumbent and churchwardens of the parish, and shall be kept by them with the public books, writings, and papers of the parish." The Tithe Act of 1860, s. 28, enacts that when a person other than the persons legally entitled to possession of these documents is actually in possession of them, two justices, upon the application of any persons interested in the lands or rent-charge, may order the documents to be removed from their existing custody and to be deposited in such other custody as the justices, having reference to their security and due preservation, and to the convenience of the parties interested, think fit. This being the state of the law when the Local Government Act, 1894, came into operation, that Act, by section 17 (8), provided that certain church registers and all other documents containing entries relating to the affairs of the church, except "documents directed by law to be kept with the public books, writings, and papers of the parish," should remain as provided by the existing law, and that all other public books, &c., of the parish, and all documents directed by law to be kept therewith, should either remain in their existing custody or "be deposited in such custody as the parish council may direct"; and the county council is to determine any difference as to custody or access. In the recent case the tithe apportionment and map were in the custody of the incumbent in the year 1895; in that year the parish council resolved that they should be placed in their own custody. The incumbent refused to give them up, and on the application of the parish council the county council made an order (finally drawn up and sealed in February, 1897) that they should be deposited in such custody as the parish council should direct. The incumbent still declining to part with them, the chairman of the parish council applied, under section 28 of the Act of 1860, for an order that the documents be deposited in the custody of the parish council. The justices declined jurisdiction. Upon the appeal, the court had little difficulty in holding that the parish council were entitled to the custody; it would have been difficult to hold otherwise having regard to the language of the sections of the Acts of 1846 and 1894 above referred to. The further question arose as to whether the justices had jurisdiction to make the order under section 28 of the Act of 1860. That section clearly contemplates a judicial act on the part of the justices, and in the present case they were merely asked to make a ministerial order to give effect to the decision of the county council. The court, however, held that the effect of the Local Government Act, 1894, was to give the justices jurisdiction to make such a ministerial order. This decision is in accordance with good sense; were the law otherwise it is difficult to imagine by what machinery effect could be given to an order which a county council is expressly empowered to make by section 17 (8) of the Local Government Act, 1894.

AT THE Worship-street police-court this week a married woman applied for, and obtained, an order against her husband for maintenance under the Summary Jurisdiction (Married Women) Act, 1895, on the ground of his desertion. The facts were peculiar, and raised a somewhat interesting point of law. It was proved that the woman had some time previously left her husband of her own accord, and had taken out a summons for maintenance against him under the same Act, on the ground that he had been guilty of persistent cruelty towards her, and by such cruelty had caused her to leave him. In these proceedings, however, she was unsuccessful, as the magistrate found that the charge of cruelty had not been proved. The woman then offered to return to her husband, but he refused to receive her back, hence the second summons. The question was

whether, under such circumstances, the refusal of a husband to resume cohabitation amounts in law to desertion. The magistrate was of opinion that such refusal did constitute desertion, but offered to state a case for the decision of the High Court. Unfortunately, however, it seems to be improbable that the parties will carry the matter further. It is not easy to reconcile the magistrate's decision with cases decided by the High Court. In *Pope* v. *Pope* (36 W. R. 125, 20 Q. B. D. 76) the parties were living apart by mutual consent, when the husband, having ceased to pay the agreed weekly sum, was proceeded against for maintenance under the Married Women (Maintenance in Case of Desertion) Act, 1886. It was held, however, that there was no evidence of desertion, as desertion "implies that the parties are living together at the time when the desertion takes place." In the later case of *Reg.* v. *Leresche* (40 W. R. 2; 1891, 2 Q. B. 418) the circumstances were similar; but in this case, after the husband had refused to continue the payments required by the separation agreement, the wife had offered to resume cohabitation. Nevertheless the Court of Appeal held that there was no desertion, as desertion implies an active withdrawal from a cohabitation that exists, while here cohabitation had ceased by mutual consent, and that the refusal of the husband to return to cohabitation could not amount to constructive desertion. The court also cited with approval the judgment in *Fitzgerald* v. *Fitzgerald* (L. R. 1 P. & D. 694), in which it was said that "desertion implies an active withdrawal from a cohabitation that exists. . . . If the state of cohabitation has already ceased to exist, whether by the adverse act of husband or wife, or even by mutual consent of both, 'desertion' becomes from that moment impossible to either—at least, until their common life and home have been resumed." These two last-mentioned cases were recently commented upon by the two judges of the Probate, &c., Division, sitting as a Divisional Court, in *Bradshaw* v. *Bradshaw* (45 W. R. 142; 1897, P. 24). Both judges agreed that cohabitation may possibly exist although the parties do not live under the same roof, as in the not uncommon case of married domestic servants; but they also agreed that there cannot be desertion of a wife by a husband unless an existing state of cohabitation is broken by some act of desertion. Applying these principles to the recent case, we find that the wife herself deliberately put an end to the state of cohabitation, left her husband, and swore that she had been compelled to leave him by his cruelty. The court which heard her first charge found, in effect, that she had left him without sufficient cause. It must be assumed, therefore, that the woman had wrongfully put an end to the previously-existing cohabitation, and, on the strength of the authorities above referred to, it is submitted that the husband's subsequent refusal to resume cohabitation cannot in law amount to desertion, and that the magistrate should have refused the woman's application.

An important question as to the procedure to be adopted when an arbitrator refuses to state a case for the opinion of the court has been decided by the Court of Appeal in *Re Palmer & Co. and Hosken & Co.* By section 19 of the Arbitration Act, 1889, it is provided that an arbitrator may at any stage of the proceedings under a reference, and shall, if so directed by the court or a judge, state in the form of a special case for the opinion of the court any question of law arising in the course of the reference. The operation of this provision is clear if the arbitrator, upon request being made, consents to state a case, and it is also clear if, although he himself declines to state a a case, he adjourns the hearing of the reference for the purpose of enabling application to be made to the court. But no express provision is made for the case where the arbitrator refuses to state a case and also refuses to adjourn the hearing. Under such circumstances the reference must proceed, and the award will be made without the party whose application for a case has been refused having any opportunity of securing the intervention of the court. In the case in question a dispute had arisen with respect to short delivery of a cargo of wheat, and the directors of the Liverpool Corn Trade Association, to whom an appeal had been made against the award of the arbitrators, refused to state a case at the request of the buyers of the cargo with reference to the liability of the sellers to make good the deficiency; and also refused to adjourn the proceedings. But under section 19 of the Act it is clearly the right of the party who in good faith wishes to have a case stated to obtain, if he can, an order of the court overruling the refusal of the arbitrator, and this is a right which the arbitrator is bound to respect. The remedy of the aggrieved party consequently depends on section 11, which enables the court, in the event of an arbitrator misconducting himself, to set aside the award, and on section 10, which enables the court to remit the reward to the reconsideration of the arbitrator. Misconduct in an arbitrator by no means implies moral blame. It includes any breach of his duty to conduct the proceedings in a proper manner. An arbitrator, for instance, is guilty of misconduct if he hears, or receives evidence from, one party in the absence of another. Hence there is misconduct when an arbitrator deprives a party of his right to apply to the court to have a case stated, and accordingly the court may either set the award aside or may act under the more general power of section 10, and remit the award with a direction that a case is to be stated. In *Re Palmer & Co. and Hosken & Co.* the Court of Appeal upheld the order of Day, J., adopting the latter alternative.

The decision of the Divisional Court in *Gallagher* v. *Rudd* (*ante*, p. 15) is of considerable importance as settling a point on which there seems to have been a good deal of misunderstanding, although really the point appears to be one of no difficulty. The appellant was the manager of a theatre at Stockton, and he had been convicted by the justices of the borough of selling liquor during prohibited hours—*i.e.*, after 11 p.m., shortly after the theatre had closed. From this conviction he appealed to the High Court, but failed in convincing the judges that there was anything improper in his conviction. The law seems very clear. The managers of a properly-licensed theatre do not require a licence from justices to sell intoxicating liquors, but they do require an excise licence so to do under 5 & 6 Will. 4, c. 39, s. 7. Now, section 3 of the Licensing Act, 1874, provides that "all premises in which intoxicating liquors are sold by retail shall be closed" at certain times which are therein stated. Section 9 then goes on to provide that "any person who, during the time at which premises for the sale of intoxicating liquors are directed to be closed by or in pursuance of this Act, sells or exposes for sale in such premises" any liquor, shall be liable to a penalty. It will be noticed that the Act expressly says "all premises," and there seems little to support the argument that these words should be read as equivalent to "all premises licensed by justices." The question, moreover, seems to have been already decided by the High Court in *Martin* v. *Barker* (29 W. R. 789). In that case the appellant held merely an excise licence to sell spirits to be consumed off the premises. He was, however, convicted of selling such liquor during prohibited hours, and on appeal this conviction was upheld. Hawkins, J., said, "It has been argued that section 3 only applies to premises licensed by justices for the sale of intoxicating liquors, but there is nothing in the Act of 1874 which indicates this conclusion. We have been referred to the Act of 1872, but by section 73 (2) of that Act it was clearly contemplated that there might be premises used for the sale of intoxicating liquors for which a licence by justices was not required. This very section recognizes a sale of intoxicating liquors in pursuance of an excise licence, not only wholesale but retail."

JUDICIAL REPEAL OF THE SETTLED LAND ACTS.

II.

It should be observed that the decision in *Re Tibbits' Estates*, that after the execution of the disentailing assurance and re-settlement the sale had to be made under the powers conferred by the compound settlement formed by these instruments and the original settlement, is not only wrong if the above reasoning is correct, but it is in express contradiction to *Re Knowles' Settled Estates* (27 Ch. D. 707), in which case land was settled on A. for life, with remainder to her children by B. as he should appoint; B. appointed to C., a daughter, in fee; C. settled her remainder on her marriage, and it was held by Pearson, J., that the original settlement was the settlement under the Act.

That part of the decision in *Re Tibbits' Estates* which declared that the trustees under the original settlement were, after the charges created by Mrs. Tibbits on her life estate, on her several marriages, incompetent to give discharges for purchase-moneys, so that trustees of the compound settlement, formed of all these instruments, had to be appointed for that purpose, turned on the construction of the Settled Land Act, 1890, s. 4 (1), which provides that:

> "Every instrument whereby a tenant for life, in consideration of marriage, or as part or by way of any family arrangement, not being a security for payment of money advanced, makes an assignment of or creates a charge upon his estate or interest under the settlement, is to be deemed one of the instruments creating the settlement, and not an instrument vesting in any person any right as assignee for value within the meaning or operation of section fifty of the Act of 1882."

The object of this provision is obvious; it is to render it unnecessary for a person entitled to pin money, &c., charged on the life interest of the tenant for life to concur in the exercise of his statutory powers: see Settled Land Act, 1882, s. 50. There is, perhaps, some little difficulty in the construction of the section, depending on the meaning of the word "settlement." It is clear that where the Act speaks of the tenant for life assigning or charging "his estate or interest under the settlement," by "the settlement" is meant a settlement existing at the date of the assignment or charge; and where, as part of the same sentence, it is said that the instrument by which the assignment or charge is made "is to be deemed one of the instruments creating the settlement," the words "the settlement" must bear the same meaning in both places—in other words, the subsequent instrument is to be deemed to be one of the instruments by which the original settlement was created, and therefore the trustees of that settlement remain trustees for the purposes of the Settled Land Acts after the execution of the charge.

There is another, and perhaps a more potent, argument against the decisions in *Re Meade's Settled Estates* and *Re Tibbits' Estates*. In each case the decision was to the effect that an instrument executed while there existed a tenant for life, and trustees for the purposes of the Settled Land Act, of a settlement, forming together with the original settlement a compound settlement, prevented the exercise by the tenant for life of the powers conferred on him by the Act as tenant for life under the original settlement. Now, the Settled Land Act, 1882, provides by section 51 (1), that

> If in a settlement, will, assurance, or other instrument executed or made before or after, or partly before and partly after, the commencement of this Act, a provision is inserted purporting or attempting, by way of direction, declaration, or otherwise, to forbid a tenant for life to exercise any power under this Act, or attempting or tending or intended, by a limitation, gift, or disposition over of settled land, or by a limitation, gift, or disposition of other real or any personal property, or by the imposition of any condition, or by forfeiture, or in any other manner whatever, to prohibit or prevent him from exercising, or to induce him to abstain from exercising, or to put him into a position inconsistent with his exercising, any power under this Act, that provision, as far as it purports or attempts or tends, or is intended to have, or would or might have, the operation aforesaid, shall be deemed to be void.

This provision may be stated concisely as follows: "If in any instrument a provision is inserted attempting or tending in any manner to prevent the tenant for life from exercising, or to put him in a position inconsistent with his exercising, any power under this Act, that provision, so far as it attempts or tends or might have that operation, shall be deemed to be void." If the above-mentioned decisions are correct, the subsequent instrument contained a provision preventing the tenant for life from exercising his powers under the Act unless he obtained an order of the court appointing trustees of the compound settlement; *non-constat* that he will obtain the order, and even if eventually he obtains it, there might be an interval of time after the execution of the jointure deed and before the order is obtained, during which he would be unable to exercise his statutory powers. It appears, therefore, that, to the extent to which the execution of the subsequent instrument created a compound settlement, it put the tenant for life in a position inconsistent with his exercising the statutory powers under the original settlement, and that it must therefore to that extent be void.

Notwithstanding the reasons for believing that the above-mentioned decisions are incorrect, it will be necessary for the practitioner to act as if they were correct, and the following points, some of which have been before mentioned, should be attended to.

(1) In every settlement there should be inserted, either an express power of sale, or a provision that "The said A. and B., or the survivor of them, or other the trustees or trustee of these presents, shall be the trustees or trustee of these presents, and of every compound settlement consisting of these presents and any other instrument or instruments for the purpose of the Settled Land Acts, 1882 to 1890." If the latter plan is adopted, it may be safer to insert in every instrument, which together with the original settlement may form a compound settlement, a declaration that "the persons or person who shall for the time being be the trustees or trustee for the purposes of the Settled Land Acts, 1882 to 1890, of the recited indenture of, &c. (or will—*i.e., the original settlement*), shall be the trustees or trustee for the like purposes of the compound settlement formed by the recited indenture of, &c. (or will) and these presents."

(2) Every instrument which together with the original settlement may constitute a compound settlement should be abstracted, except in cases where either of the schemes mentioned in the last preceding paragraph has been adopted.

(3) If a compound settlement exists, the vendor's solicitor should either procure trustees of that settlement to be appointed, or should be prepared to advise his client to go to the Court of Appeal on a vendor and purchaser summons. Of course this will be unnecessary if the tenant for life is created under the last of the instruments creating the compound settlement, and the sale is made subject to the provisions of the earlier instruments, or with the concurrence of the beneficiary under those instruments, or, in cases where the provisions of the Conveyancing Act, 1881, s. 5, are applicable.

(4) On the investigation of the title, the purchaser's solicitor should make inquiries whether any instrument creating a compound settlement has been executed. If he meets with a refusal to answer his inquiries (see *Ford & Hill*, 10 Ch. D. 365), he may reasonably point out the serious consequences that may follow if the vendor, or his solicitor, knowingly conceals the fact that such instrument has been executed (see 22 & 23 Vict. c. 35, s. 24). In those very dangerous cases, above referred to, where a small part of a large property has been sold off, the vendor will on a subsequent sale probably be unable, even if willing, to answer the inquiries, but in these cases it will often happen that the truth will appear on inquiries made in the neighbourhood.

(5) There remains to be considered the question upon what terms a willing purchaser may complete, without requiring the appointment of trustees of the compound settlement, or requiring the whole or part, as the case may be, of the purchase money to be paid into court under the Conveyancing Act, 1881, s. 5, for the purpose of satisfying pin money charged on the life estate of the vendor, or jointures or portions charged under the powers of the settlement. It must be remembered that the purchaser's solicitor may, if the plan adopted fails to protect the purchaser, be liable to an action for negligence unless he explains the risk to his client and receives from him instructions to complete notwithstanding the risk, and retains evidence that this has been done. Probably the safest plan is for the solicitor to obtain from the client a letter in which the latter states in his own words what he understands the risk to be, and directs the solicitor to complete.

It must be remembered that any indemnity given by way of covenant only may in the event be insufficient, for although the covenantee may at the time when he enters into the covenant be rich, his estate may be insolvent at the time when the covenant is broken, which will probably be after his death.

Assuming that the purchaser is willing to rely on the covenants by the vendor implied by his conveying as "beneficial owner," the usual proviso restricting his liability to the acts of himself and persons claiming under him should not be inserted, unless he is himself the settlor (see 1 K. & E. 411). If he is the settlor, the jointress and portioners are persons claiming under him, and, therefore, the covenant restricted by the proviso extends to their claims; but if he is not the settlor, they do not claim under him, and the covenant restricted by the proviso does not extend to their claims, and will be useless.

Probably, notwithstanding the risks attending an indemnity given by way of covenant only, the plan of taking a conveyance from the vendor "as beneficial owner" without the proviso restricting his liability will often be adopted, but, for the reasons above stated, it is somewhat dangerous, especially if the purchaser intends to build on the land.

Where the vendor, or one of his predecessors in title, purchased for value from a tenant for life, and paid the purchase-money to the trustees of the settlement, and it can be shewn that a compound settlement existed at the date of the sale, the only safe plan will be to reject the title.

RECENT DECISIONS ON COUNTY COURT JURISDICTION AND PRACTICE.

Cases of more or less importance to suitors and the profession affecting the county courts have, during the legal year just expired, been determined in the Supreme Court. To these reference must, in accordance with an established custom of this journal, now be made. It will be found that the decisions comprised in this article are somewhat less numerous than usual. This, however, is clearly not attributable to any falling off in the business in the county courts, which is still maintained at a very high figure; but it is, we believe, due, in no small measure, to the more accurate knowledge now possessed by the profession and suitors of county court jurisdiction and practice, by reason of which fewer mistakes are now made than heretofore in the conduct of litigation in the county courts. Such a degree of practical knowledge as now obtains amongst the profession and public on these subjects is, after all, but the necessary outcome of a wider experience derived from constant recourse to these inferior tribunals which are so rapidly developing into courts of first instance, not merely for small debt cases, but for causes fit for trial in the High Court itself.

The *powers and jurisdiction* of the county courts have occasioned several decisions to which it is desirable, in the first instance, to call attention. In *Reg.* v. *Turner* (45 W. R. 316; 1897, 1 Q. B. 445) it was held that, under section 74 of the County Courts Act, 1888 (51 & 52 Vict. c. 43)—whereby an action may be commenced, by leave of the judge, against a defendant resident *out* of the district, if the cause of action arose wholly or in part *within* the district—the judge is not bound, having satisfied himself as to the bare facts, to allow a summons to be issued. On the contrary, the judge has discretion to refuse leave, though he be satisfied that the cause of action was such as to give him power to grant the summons if he had thought fit to do so. Moreover, as was pointed out by Wright, J., in the case under consideration, the judge is expressly *obliged* by the County Court Rules, 1889, to exercise a discretion in each case, it being provided by ord. 5, r. 9*a*, that "the judge or registrar shall duly consider the facts disclosed by the affidavit and exercise his discretion in each case as to the grant or refusal of leave, in accordance with the circumstances." That the language of the enactment above referred to, under which the jurisdiction is exercised, is permissive seems clear from previous cases where it was held that similar words had not necessarily a compulsory force, but were quite susceptible of a discretionary sense: see *Julius* v. *The Bishop of Oxford* (28 W. R. 726, 5 App. Cas. 214) and *Reg.* v. *The York and North Midland Railway Co.* (1 El. & Bl. 858).

In *Wood* v. *Middleton* (45 W. R. 184; 1897, 1 Ch. 151) the power of a county court to order service of process out of the jurisdiction was involved. There the plaintiff claimed a legacy of £100 from the defendant, who was trustee of a will. The defendant was described as resident in Scotland, and consequently out of the jurisdiction of an English county court. Ultimately, on its being discovered that the testator's estate exceeded £500 (the pecuniary limit, in equity cases, of county court jurisdiction), the county court judge made an order transferring the action to the High Court. Before, however, the making of this order, the registrar of the county court, on the strength of an affidavit deposing to the fact of the defendant's residence in Scotland, gave leave to serve the defendant there, which was accordingly done. It was held that such service was authorized by ord. 51, r. 23, of the County Court Rules, 1889, and that, though such rule was wider than the corresponding High Court rule, it was, nevertheless, a rule which might lawfully be made by the proper authorities under section 164 of the County Courts Act, 1888, and that therefore no objection to the jurisdiction could be raised in the county court, but that, on the transfer of the action to the High Court, the defendant was not debarred from urging the same objection there.

One case, affecting the admiralty jurisdiction of the county courts, must next be referred to—namely, *Wells* v. *The Owners of the Gas Float "Whitton," No.* 2 (1897, A. C. 337). There the plaintiff claimed a salvage award in a county court having admiralty jurisdiction for services rendered to a gas float adrift in the tidal waters of the Upper Humber. The structure was of iron, boat-shaped, and contained gas which supplied the light raised above it. It was held by the House of Lords, affirming the decision of the Court of Appeal (44 W. R. 263), that the gas float was not a "ship" or a "wreck" within the meaning of sections 2 and 458 of the Merchant Shipping Act 1854 (17 & 18 Vict. c. 104), and could not, therefore, be the subject of salvage. In this connection it should be mentioned that the subjects or objects in respect of the saving of which the High Court of Admiralty has jurisdiction by the common law are confined to a ship, her apparel, her cargo (including flotsam, jetsam, and lagan, or the wreck of them), and to freight in danger and saved by reason of the saving of the ship or cargo; and that the subjects or objects of salvage are not enlarged by the Merchant Shipping Act, 1854 (17 & 18 Vict. c. 104), or by any of the preceding statutes, or by the County Courts Admiralty Jurisdiction Act, 1868 (31 & 32 Vict. c. 71), with the sole exception that the saving of lives of persons in danger from being on board ship, have been added to the list of such subjects or objects.

A case affecting the jurisdiction of the county courts under the Rivers Pollution Prevention Act, 1876 (39 & 40 Vict. c. 75) next demands notice—namely, *River Ribble, Joint Committee of* v. *Croston Urban District Council* (45 W. R. 348; 1897, 1 Q. B. 251). There, in 1893, an order was made in a county court, under the Rivers Pollution Act, 1876 (39 & 40 Vict. c. 75), by consent between the plaintiffs and the defendants, restraining the latter from permitting sewage to flow into a river, and ordering the defendants to construct certain sewage works. In 1896 the defendants, not having complied with this order, proceedings were taken for the recovery of penalties. The defendants desired to shew that the river in question was a tidal river, and that therefore there was no jurisdiction to make the order. It was, however, held that, the order having been made by consent, and being good on the face of it, the defendants were not entitled to shew, in answer to the claim for penalties, that the river was one as to which a valid restraining order could not be made, and that, if there was any mistake, proceedings should be taken to set the order aside.

Before quitting the cases now under consideration, it may be as well to refer to a decision affecting the jurisdiction of a county court over an action brought under section 11 of the Public Health (London) Act, 1891 (54 & 55 Vict. c. 76), for the recovery of costs and expenses incurred in respect of a nuisance order. In *Hammersmith Vestry* v. *Lowenfeld* (45 W. R. 60) it was held that such an action is subject to the limitation of time imposed by section 11 of the Summary Jurisdiction Act, 1848 (11 & 12 Vict. c. 43), in respect of making complaints and laying

informations, and must therefore be commenced within six months from the time when the costs and expenses were incurred.

One case, affecting *county court officers*, must now be mentioned—namely, *Re Broston, Ex parte Pruddah* (45 W. R. 576; 1897, 2 Q. B. 429). It was there held that, where a high bailiff seizes goods on any premises under a warrant of execution, and then seizes further goods on the same premises under a claim made by the landlord for distress, he is entitled to a separate set of fees in respect of each seizure. This decision seems to be clearly warranted by the language of section 160 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), which, in effect, treats the execution and the distress as different proceedings, and gives fees to the high bailiff in respect of each transaction

As regards *defences* to county court actions, it is prescribed by ord. 10, rr. 10, 18*a*, of the County Court Rules, 1889, that a defendant who intends to rely upon any "*statutory defence*" must give notice thereof before trial pursuant to the above rules. It has, accordingly, now been held, in *Conroy* v. *Peacock* (45 W. R. 502; 1897, 2 Q. B. 6), that in an action under the Employers' Liability Act, 1880 (43 & 44 Vict. c. 44), the defendant cannot rely upon the defence that the notice of injury required by section 4 of that Act has not been given unless he has given notice under the above-mentioned rules that he intends to rely upon it as a statutory defence.

One case affecting the *mode of trial* of a county court admiralty action may here conveniently be mentioned. We refer to *The Theodora* (1897, P. 279), where it was held that, in an action *in rem* brought to recover freight in the county court under the Admiralty Jurisdiction Acts, 1868 and 1869, a defendant is not entitled to trial by a jury under section 101 of the County Courts Act, 1888 (51 & 52 Vict. c. 43). Having regard to the evident intention of the Legislature, as indicated by the terms of the County Court Admiralty Jurisdiction Acts, 1868 and 1869, that admiralty actions in the county court should be tried in the same way as admiralty actions in the High Court, it is scarcely conceivable that Parliament should have intended, by the use of such general language as is contained in section 101 of the County Courts Act, 1888, to effect a complete change in this respect. We therefore venture to think that, whatever the hardship occasioned to suitors may be, the case under consideration was rightly decided.

On the subject of county court *appeals*, one case only appears to have been decided during the past legal year—namely, *Pritchett* v. *Poole* (W. R. Dig., vol. 45, p. 42), where it was held that if it appears to the High Court that there is reasonable ground for an appeal from a county court, the High Court will not order the appellant to give security for the costs of the appeal merely on the ground that he has no visible means of paying the respondent's costs should the appeal fail. It had previously been stated, we may mention, by CAVE and SMITH, JJ., in *Ex parte Apothecaries' Society* (38 W. R. 478) that the Divisional Court will not, as a rule, require security for the costs of an appeal from a county court where leave to appeal has been unconditionally given by the county court judge.

One case on that most important matter, *Costs*, must now be noticed—that is to say, *Pain* v. *Bowden* (45 W. R. 48), which decides that, in an administration action in the county court the costs of the administration are within the discretion of the registrar as discretionary "fees or allowances" under ord. 50*a*, r. 20, of the County Court Rules, 1889, and that, in disallowing certain costs, the registrar may take into consideration the fact that the estate is insolvent, in which case only such costs as are strictly necessary for the protection of the estate should be allowed.

With regard to that final stage in a county court action—namely, *execution*—as reference has already been made, under another heading, to *Re Broster, Ex parte Pruddah* (*supra*), we need now, in conclusion, only refer to the case of *Goodlock* v. *Cousins* (45 W. R. 369; 1897, 1 Q. B. 558). It was there held that where, a claim having been made to goods taken in execution by the bailiff of a county court, the claimant does not make the deposit or give the security required by section 156 of the County Courts Act, 1888, and the bailiff sells the goods under the authority given by that section, the sale gives the purchaser a good title to the goods, although they were the property of the claimant at the time of the seizure. This decision does not seem to call for any special comment, as it depends entirely upon the construction of section 156 of the County Courts Act, 1888. Suffice it, therefore, to state that it would seem to be a necessary implication, from the provisions therein contained, that the purchaser to whom goods are sold by the bailiff is to be entitled to the goods sold in pursuance of that section.

REVIEWS.

BOOKS RECEIVED.

A Selection of Leading Cases in Equity. With Notes. By FREDERICK THOMAS WHITE and OWEN DAVIES TUDOR. Seventh Edition. By THOMAS SNOW, M.A., Barrister-at-Law, assisted by W. F. PHILLPOTTS, M.A., and C. R. SILLEM and R. B. PHILLPOTTS, B.A., Barristers-at-Law. Two Volumes. Sweet & Maxwell (Limited). Price £3 15s.

A Manual of the Principles of Equity. A Concise and Explanatory Treatise, intended for the use of Students and the Profession. By JOHN INDERMAUR, Solicitor. Fourth Edition. Geo. Barber.

Sweet & Maxwell's Diary for Lawyers for 1898. Edited by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice, and J. JOHNSTON, of the Central Office. Sweet & Maxwell (Limited).

Notes on Perusing Titles, containing Observations on the Points most frequently arising on a Perusal of Titles to Real and Leasehold Property. With an Epitome of the Notes, arranged by way of Reminders. By LEWIS E. EMMET, Solicitor. Third Edition, with an Appendix on the Appointment of a Real Representative under the Land Transfer Act, 1897. Jordan & Sons (Limited).

The Compulsory Summons for Directions. A Practical Treatise on the New Rules of the Supreme Court as to Directions. By FRANCIS A. STRINGER, of the Central Office. Sweet & Maxwell (Limited).

The Student's Guide to the Principles of the Common Law. By JOHN INDERMAUR, Solicitor. Fourth Edition. Geo. Barber. 5s.

CORRESPONDENCE.

THE DISADVANTAGES OF PARCHMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Reading Messrs. X. & Y.'s letter in your journal last week, put me in mind of an accident that happened to the deeds and documents of a lady client of mine some years ago.

She placed her iron deed box (not a safe) in the cellar of her house at Surbiton. One day a great quantity of water flowed into the basement of the house from some spring or other source; the lady did not remove her deed-box, which was eventually covered with water, and when it subsided my client opened the deed-box and found that her parchment deeds were shrivelled and mostly illegible, whereas the paper documents were only stained, but perfectly legible.

So in this case also parchment had its disadvantages.

42, Theobald's-road, Gray's-inn, Nov. 6. F. TRUEFITT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In connection with the letter of Messrs. X. & Y. in your issue of the 30th ult., there is another question. A great deal of the paper now used is made of old papers, instead, as formerly, of rags.

What is the effect of the change on the durability of the paper? Old letters and drafts may be wanted at any time. A. B.

NEW RULES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Having regard to the ridiculous (and fortunately abortive) County Court Rules propounded last year, and to the confusion which has resulted from the recent alterations in order 30, I venture, with all deference, to suggest three points which might, I think, well be borne in mind before any further changes are introduced—viz.:

1. An acquaintance with the existing practice.
2. An inquiry whether the proposed innovation is workable.
3. A consideration whether the proposed new rule is intelligible.

No doubt during the last few days many other solicitors have shared my experience, which may thus be described:

Attending to sign judgment in default of defence, when I was required to issue a summons under order 30.

Summons for leave to sign judgment, copy, and service.

Attending summons; same adjourned for the master to confer with the other masters as to the construction of the new rules.

Attending adjourned summons, when the master stated that a summons was unnecessary and that judgment could be signed without leave. No order as to costs.

I have put the items in the form of a bill of costs, but can I charge my client with it? and if so, what will he say? PRACTICE.

Nov. 9.

THE LAND TRANSFER ACT, 1897.

[*To the Editor of the Solicitors' Journal.*]

Sir,—That grandmotherly legislation is pushed to the extreme by the establishment of a compulsory registration of land transfer must be obvious. Land-owners, of all people in the world, know what is good for them, and do not want compulsion to accept benefits, if real benefits are offered. Compulsory registration of land transfer stands as a self-condemned folly.

Happily, however, the Act just passed has an inherent feebleness which furnishes an opportunity of frustrating its foolishness. It is only, in the first instance, to be applied to one county, and if any particular county be fixed on by the Government for the experiment, the council of the county may effectually object thereto.

All this eccentric legislation is, we are now told, to be followed by a Government order selecting the County of London as the *corpus vile* for this experiment. Hereon Mr. Rubenstein's letter to the *Estates Gazette*, which you re-published last week, is very much in point. Every word he says on this matter is worthy of the best attention, and, as I venture to think, of entire acceptation. More may easily be added in condemnation of the mad idea of experimentalizing on London.

But the point I wish to emphasize is a practical one. The elections for the London County Council come on next spring. Now is the time for the land-owners of London to have a voice. My view is that the jangle of party cries and elections on "party lines" should (for this time, at least) be unheeded. Let the legal profession—each one in his own sphere of influence—make the rejection of the proposed order a test question to *every* candidate at the ensuing London County Council election.

Permit me to add one example: A legal friend of mine, who is a Ruling Councillor of the Primrose League in London, received the other day an application from the agent of the Moderate candidates for the assistance of his Habitation in promoting the election of those candidates at the County Council elections next spring. My friend's answer was that such help would be rendered conditionally on the candidates pledging themselves, if elected, to use every means in their power to prevent the County of London from being the area selected for experiment of the Land Transfer Act, 1897.

My suggestion is that one and all, without distinction of party—for this is not a party question at all—should act likewise.

Nov. 8. LINCOLN'S INN.

NEW ORDERS, &c.

THE RAILWAY AND CANAL COMMISSION.

RULES PUBLICATION ACT, 1893.

Rule of the Court of the Railway and Canal Commission.

The following Draft Rule is published pursuant to the above mentioned Act:—

The Railway and Canal Commission Rules, 1889, shall, with the necessary modifications, apply to all applications to the Railway and Canal Commissioners under the Metropolis Water Act, 1897.

Copies of the above Draft Rule may be obtained at the office of the Railway and Canal Commission, Royal Courts of Justice.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Monday, the 8th day of November, 1897.

I, Hardinge Stanley, Lord Halsbury, Lord High Chancellor of Great Britain, do hereby Order that the Actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice Stirling (1897—C.—No. 3,226).

In re The Consort Deep Level Gold Mines Limited.
The Mines Acquisition and Development Company Limited v The Consort Deep Level Gold Mines Limited.

Mr. Justice Stirling (1897—N.—No. 1,341).

In re Noble and Rock Limited.
James Bray v Noble and Rock Limited.

HALSBURY, C.

CASES OF THE WEEK.

Court of Appeal.

STERN v. TEGNER. No 2. 27th and 30th Oct.

BILL OF SALE—EXECUTION CREDITOR—SALE BY SHERIFF BY ORDER OF COURT—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 11—R. S. C., ORD. 57, R. 12.

Appeal from an order of Ridley, J. (sitting as Vacation Judge). On the 11th of August, 1897, Mr. Tegner executed a bill of sale in favour of the appellant, Mr. Smith, to secure £300 at 30 per cent. interest, repayable on the 11th of November next. In September the landlord distrained on the grantor of the bill of sale for rent, and on the 30th of September the sheriff seized the goods comprised in the bill of sale at the instance of Stern, who had obtained a judgment against Tegner. On the 1st of October, Smith, the claimant, sent in his claim under the bill of sale, and shortly afterwards paid off the landlord. On the 7th of October the sheriff issued an interpleader summons, and on the same day a receiving order was made against the debtor. On the 15th of October an adjudication in bankruptcy was made, and on the same day the Master in Chambers directed a sale on certain terms which were subsequently varied by the order of Ridley, J. The bill of sale holder, Smith, appealed on the ground that the order for sale was made without jurisdiction, and that there was no right to interfere with the legal mortgagee and order a sale by the sheriff when the security was doubtful.

THE COURT (LINDLEY, M.R., and CHITTY, L.J.) allowed the appeal.

Oct. 30.—LINDLEY, M.R., in the course of his judgment read section 11 of the Bankruptcy Act, 1890: "Where any goods of a debtor are taken in execution, and before the sale thereof, or the completion of the execution by the receipt or recovery of the full amount of the levy, notice is served on the sheriff that a receiving order has been made against the debtor, the sheriff shall, on request, deliver the goods and any money seized or received in part satisfaction of the execution to the official receiver, but the costs of the execution shall be a first charge on the goods or money so delivered, and the official receiver or trustee may sell the goods, or an adequate part thereof, for the purpose of satisfying the charge," and order 57, r. 12: "When goods or chattels have been seized in execution by a sheriff or other officer charged with the execution of process of the High Court, and any claimant alleges that he is entitled, under bill of sale or otherwise, to the goods or chattels by way of security for debt, the court or a judge may order the sale of the whole or a part thereof, and direct the application of the proceeds of the sale in such manner and upon such terms as may be just." His lordship then continued: But ord. 57, r. 12, was not intended to deprive secured creditors of the benefit of their security, and when this will, or very likely will, be the case the court ought not to direct the sale but ought to direct the sheriff to withdraw. There are three cases which arise in practice. First of all the case where the security is ample and where the bill of sale holder or the execution creditor tries to assert his rights; he defeats the other creditors. That is the common case which section 13 of the Common Law Procedure Act, 1860, was passed to rectify. He cannot stand upon his rights when it is plain that he is defeating the other creditors, which of course involves the assumption that after paying off the other creditors there will be something left. That is an easy case. Now, the next case is where the security is plainly deficient. Then, on the hypothesis that there is nothing for the execution creditor it follows that there will be a deficiency, and that even if there were a sale there would not be a surplus. Then it follows, as a matter of course, that the only proper course is to direct the sheriff to withdraw. What has the execution creditor got to do with it if he cannot possibly get anything out of it? That is an easy case. The third case is somewhat more doubtful and more difficult. It is when there is a doubt whether the security is sufficient to pay off the secured creditor or not. The proper course in such a case is for the court to say: "Unless you, the execution creditor, will guarantee the secured creditor against loss by sale, we will not order the sale." Here the execution creditor and the trustee have declined to redeem, and declined to give any guarantee at all against any loss. That has induced me to look more carefully than I did in court into the evidence, and upon the evidence I am perfectly satisfied that if these goods are sold by the sheriff it is extremely doubtful whether there will be enough to pay the bill of sale holder. As to there being a surplus for the execution creditor, of course I cannot say what the result of a sale might be, but the surplus might be nothing; it might be a shilling or sixpence, or a few shillings. Well, under those circumstances how can it be just to enforce a sale and deprive him of his security? That is to abuse the rule, not to put it into operation in a case to meet which it was passed. It is said that this view is opposed to a decision of this court in *Forster* v. *Clowser* (1897, 2 Q. B. 362; 45 W. R. Dig. 123). I do not think so at all. It appears to me perfectly consistent with it. What the Court of Appeal did there was this: They were satisfied that there was enough to pay off the bill of sale holder that which they considered was the sum properly payable to him. I think the court went a long way in anticipating the date of payment. That is nothing. I am satisfied they never would have deprived him of his security. They were satisfied, in other words, that upon the sale and the payment to him in full of what they thought he was entitled to, there would be a surplus left for the execution creditor. That is quite a different case. Here I am satisfied that it is extremely doubtful whether there will be a shilling for the execution creditor. The conclusion which I have arrived at is that if there is an enforced sale by the sheriff, of the nature we are all acquainted with, there will not be twenty shillings in the pound for the secured creditor. Under those circumstances it appears

to me this appeal ought to succeed. The proper order will be that the sheriff is to withdraw, and there must be no action against him. The execution creditor must pay him his costs and charges. The execution creditor and the trustee in bankruptcy must pay the appellant here and below his costs and must bear their own costs themselves; but the order is not to prejudice the right of the trustee to pay his costs out of the bankruptcy estate. We think it would be right, if we could do so, to give the execution creditor a second charge on these goods so that he may be reimbursed the expenses to which he will have to be put, because he has acted with the trustee and under his direction. I am assuming there is a surplus. I do not know that we have any jurisdiction to do that, but it would obviously be right if some arrangement could be made between the trustee and the execution creditor to reimburse the execution creditor the costs which he will have to pay.

CHITTY, L.J., gave judgment to the same effect. Appeal allowed.—COUNSEL, *Herbert Reed*, Q.C., and *Muir Mackenzie*; *A. H. Carrington*; *J. P. Earle*; *Rose-Innes*. SOLICITORS, *W. Vant, jun.*; *Barber & Son*; *Petch & Smurthwaite*; *W. & T. Burchell*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

POLLOCK *v.* GARLE. No. 2. 3rd Nov.

BANKERS' BOOKS EVIDENCE ACT, 1879 (42 VICT. c. 11), ss. 3-7—INSPECTION BEFORE TRIAL.

Appeal from an order of Kekewich, J. The action was brought for the rescission of a contract between the plaintiff and defendant for the purchase of some shares in the Gresham Gold Exploring Syndicate (Limited). The plaintiff alleged that the defendant, who was at that time a director of the said company, on or about the 2nd of December, 1895, made certain false representations to him in respect of the position of the company, by which he was induced to buy the said shares. The particular representation was that the company had at its bankers a sum of £87,000 cash undivided. The defendant by his defence denied that he ever made any of the representations alleged, and asserted that the statement as to the undivided sum of £87,000 was true. The pleadings having been closed, Kekewich, J., made an order on summons, before the action had been set down for trial, that the plaintiff, the applicant, be at liberty upon three clear days' notice in writing to Messrs. Smith, Payne, & Smith, bankers, to inspect and take copies of or extracts from any accounts in the books of the bankers in the name of the Gresham Gold Exploring Syndicate (Limited), pursuant to the provisions of the Bankers' Books Evidence Act, 1879, but such inspection was to be limited to shewing the balances of the said company in the books of the said bankers on the 2nd of December, 1895. Section 7 of the Bankers' Books Evidence Act, 1879, is as follows: "On the application of any party to a legal proceeding a court or judge may order that such party be at liberty to inspect and take copies of any entries in a banker's book for any of the purposes of such proceedings. An order under this section may be made either with or without summoning the bank or any other party, and shall be served on the bank three clear days before the same is to be obeyed, unless the court or judge otherwise directs." The defendant appealed, and urged that, apart from the Act, entries in bankers' books would not be evidence against third parties.

THE COURT (LINDLEY, M.R., and CHITTY, L.J.) allowed the appeal.

LINDLEY, M.R., said that the case was one of enormous importance to the public and to the commercial community. He thought the order made was absolutely contrary to every principle of law and to the settled practice of the courts. It was said that it could be done under section 7 of the Act. The Act was passed for a very definite purpose, to protect bankers from the very great inconvenience of having to produce all their books, &c., on *subpœna*. Section 7 had nothing to do with protecting bankers from that inconvenience, it had to do with litigants. If the section were read literally, it would mean that any party to a proceeding might take copies of entries of the banking account of a third party. Such an interpretation would be simply monstrous, and his lordship would not be a party to any such decision. It obviously meant copies of any entries of parties to the litigation, and no other. It might be that at the trial the court might make an order on a person who could be *subpœnaed* to bring copies of the account. But that was not the present case. They wanted to see the credit which was standing to the company's account at a particular date. They would be able to overhaul the whole account, and would see all the particulars to which the figures related; in short, they would have a roving inspection of the whole account. The order must be discharged altogether with costs, and the plaintiff must be left to do what he could at the trial, and the bankers must be left to the protection of the Acts. It would be far too mischievous and oppressive.

CHITTY, L.J.—The Act of 1879 was divided into two portions: sections 3-6 were intended to relieve bankers, and section 7 was different. This was an attempt to obtain inspection of the account of a third party by means of section 7. In such a case the court must exercise the greatest caution. The inspection must run over at least five months in order to ascertain the balance on 2nd of December, and the plaintiff would have the right to see the account from the 30th of June to the date, he would be entitled to look not merely at the figures but the names, and would ransack the account and obtain particulars of what he had no right to look at. In his lordship's opinion the 7th section was not intended to be used for any such purpose, and would inflict great injustice on a third party if any such order were made. Appeal allowed.—COUNSEL, *Romer*; *A. J. Walter*; *Ernest Pollock*. SOLICITORS, *Chester & Sons*; *Wilson, Bristow, & Carpmael*; *H. F. Pollock*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

MACLURCAN *v.* MACLURCAN. No. 2. 3rd Nov.

DIVORCE—ALIMONY—ALIENATION—DIVORCE AND MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. c. 85), s. 32—AMENDMENT ACT, 1866 (29 & 30 VICT. c. 32), s. 1.

Appeal of the respondent from an order of Barnes, J. The wife presented a petition for a divorce from her husband, and a decree *nisi* was granted. After the decree had been made absolute an order was made on the respondent that he should secure by deed to his former wife an annuity of £90 out of his interest in some property to which he was entitled under two wills, by way of permanent alimony; the terms of the deed, in case the parties differed, to be settled by one of the conveyancing counsel to the Chancery Division. The former wife, contemplating a second marriage, agreed to accept a lump sum of £100 in lieu of the annuity. This having been paid, she afterwards applied to Barnes, J., for an order that the alimony should be again paid to her. Barnes, J., being of opinion that permanent alimony was inalienable, made the order. The respondent appealed.

THE COURT (LINDLEY, M.R., and CHITTY, L.J.) allowed the appeal.

LINDLEY, M.R., said that the important part of the order was that the court might authorize the annuity to be secured; it was a charge on property and became a security. The moment the order was made the wife had a charge which could be enforced at once. Could she assign or release what she had got? The case of *Harrison* v. *Harrison* (36 W. R. 748, L. R. 13 Pro. D. 180) shewed that she could, and *Watkins* v. *Watkins* (44 W. R. 677; 1896, P. 222) shewed the distinction between sums of money paid under the Act of 1857 and that of 1866. The court could not take the view that it was not competent for the parties to deprive the court of its control over the order. If that was the view of Barnes, J., it was not sound. Why was the lady not bound by the deed of 1895, by which she released her rights? Their lordships had thought there might be some equitable ground for setting it aside, but they could not see any. There was no fraud or misrepresentation in the case. His lordship could not think that she could upset this deed in Chancery; and if that were so Barnes, J., was wrong, and ought to have held that that was a sufficient answer to the lady. The appeal must succeed and be allowed with costs.

CHITTY, J., agreed. He said that the Act of 1857 enabled the court to secure to a divorced wife such gross or annual sum as should seem reasonable. Under that section (32) his lordship questioned whether the court had any jurisdiction to order that such sum should be inalienable. The answer was that there was no precedent for it. When the order was once made between husband and wife who were divorced, and were *sui juris*, that seemed to his lordship to determine at once the jurisdiction of the court except as to carrying out the terms of its own order. *Harrison* v. *Harrison* (*ubi supra*) governed this case under section 32 of the Act of 1857. That was a clear decision that whatever came to a divorced wife was property, and consequently she could assign it. The lady would only be spending her money in vain if she tried on equitable grounds to upset this decision. The mere improvidence of the bargain and inadequacy of the consideration would not justify the court in setting the deed aside. Had there been any overreaching or anything approaching to fraud it would have been a different matter. Appeal allowed.—COUNSEL, *Inderwick*, Q.C., and *Grazebrook*; *Lambert Bond* SOLICITORS, *A. Scott Lawson*, for *Phillips & Randle Ford*, Windsor; *C. E. Newnham*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

***Re* AN ARBITRATION BETWEEN PALMER & CO. AND HOSKEN, TREVITHICK, POLKINGHORN, & CO. (LIM.).** No. 2. 26th Oct and 9th Nov.

ARBITRATION—ARBITRATORS—MISCONDUCT—REFUSAL TO STATE CASE FOR OPINION OF THE COURT, OR TO ADJOURN THAT COURT MAY BE APPLIED TO TO ORDER A CASE—APPLICATION FOR CASE MADE BONA FIDE AND NOT FOR PURPOSE OF DELAY — REMITTING MATTER TO ARBITRATORS FOR RECONSIDERATION AFTER AWARD MADE—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), ss. 10, 11, 19.

Appeal from a decision of Day, J., at chambers, remitting an award in this arbitration to the directors of the Liverpool Corn Trade Association (Limited), the arbitrators, for reconsideration, and ordering them to state a case for the opinion of the court on a certain question of law. The appeal was argued on the 26th of October, when judgment was reserved.

THE COURT (LINDLEY, M.R., and CHITTY, L.J.) slightly varied the order of Day, J., but dismissed the appeal.

LINDLEY, M.R., said: In this case the dispute arises between the ultimate buyer and the seller of a cargo of corn. The contract between the buyer and the seller contains some clauses which are material for understanding the nature of the dispute and what has been done. Palmer is the buyer and Polkinghorn the seller. The buyer bought the cargo in a ship called *The Port Douglas*, loaded at San Francisco or thereabouts, and agreed to pay 33s. per 1001bs. gross, including insurance. Then there were provisions about the discharge of the cargo and so on. The quantity shipped in bags was to be paid for as wheat. The wheat was to be weighed in drafts of not less than 2501bs., or, at the buyer's option, at even weights smaller than that. Then there is an arbitration clause. The provision is to the effect that the sellers should put in a provisional invoice according to the amounts shipped as per bill of lading. If in the result it turned out that less was delivered they would have to pay for the deficiency, and if more the price would be altered accordingly. This provisional invoice is important. What afterwards happened was this. The ship arrived, and the buyers, Palmer & Co., took delivery, as they say, according to the contract, which gave them the option of taking delivery of even weights of less than 2501bs. In point of fact the delivery was made in even weights of 2401bs. That

was assented to by everybody, and is not now complained of. Palmer & Co. paid, under the provisional invoice clause, £16,505, which was calculated on the bill of lading quantities. They say that the quantity they received ex ship was a large number of bags short, and that the deficiency reduced to money comes to about £442; and they claim to recover back that sum from their sellers upon the terms of the contract, contending that there was over-payment to that extent. That is the nature of the dispute which was referred to arbitration. The first arbitrators found that there was no deficiency. Palmer & Co. then appealed, under the arbitration clause in the contract, to the court of directors of the Liverpool Corn Trade Association (Limited), and the directors have confirmed that award. But before the award was made Palmer & Co. asked the directors in writing to state a special case raising a certain point of law. The point of law which the learned judge's order directs them to raise is this. It is ordered that the award in the arbitration and the matters referred to in the arbitration be remitted to the reconsideration of the directors, and that the directors shall state in the form of a case for the opinion of the court the following question of law: Whether Palmer & Co were entitled to be refunded by Hosken & Co. (Limited) in respect of the actual deficiency in the cargo of wheat below the bill of lading quantity, notwithstanding that the cargo was shipped in the hold and re-bagged and weighed at even weights of less than 250lbs. per draft, contrary to the terms of the contract. It appears that when the captain of the ship found that Palmer & Co. were taking delivery in this form, by even drafts of 240lbs., he objected, and said that as they had not chosen to pursue their contract the ship would not be responsible. Palmer & Co.'s view of that is that they have nothing to do with the ship, that they are not going to enter into any quarrel about the ship, but that by reason of the contract Hosken & Co. (Limited) are liable. A question may, of course, arise between the first buyer of the wheat and the ship. Therefore Palmer & Co.'s object was to get the arbitrators to state a case as to Hosken & Co.'s liability, and they now ask this court to say, in substance, that the arbitrators have nothing to do with any controversy as to the ship. That is the short substance of the dispute. The directors not only declined to state a case to enable Palmer & Co. to raise this controversy, but also declined to adjourn to give Palmer & Co. an opportunity of applying to the court for a direction that they should, as arbitrators, state a case. The reason why that refusal was made appears from the affidavit of Mr. Anderson Taylor, who was the chairman of the directors. He says (paragraph 3) that on the consideration of the appeal and the application to state a case for the opinion of the court, he and his co-directors were of opinion that the award should be confirmed, and that they were competent to do that, and that there was no ground for seeking the assistance of the court. That statement is consistent with more views of the facts than one. It may be that the directors had come to the conclusion that there was no deficiency; they may have been at least not satisfied that there had been any over-payment. That view has occurred to Messrs. Palmer & Co. as possible, and they have laid before us evidence that the fact of the deficiency was not really in controversy. The reason given for not granting the application to state a case, or adjourning that Palmer & Co. might apply to the court for a direction to state one, is also consistent with the directors having taken another view—that, in point of law, in consequence of the course taken by Palmer & Co., they could not make any claim in respect of any deficiency there might be; and that is the view which Palmer & Co. say has prevailed, and which they contend is wrong in point of law. Having regard to the terms of the contract, and especially to the option given to them by their sellers, the question arises—and it is an important one—whether the court has jurisdiction to make the order which Day, J., has made. That question turns upon three sections of the Arbitration Act, 1889—viz., sections 10, 11, and 19. I will read section 19 first: "Any referee, arbitrator, or umpire may, at any stage of the proceedings under a reference, and shall, if so directed by the court or a judge, state in the form of a special case for the opinion of the court any question of law arising in the course of the reference." Section 10 applies, as I have said, only before the award is made. It runs thus: "(1) In all cases of reference to arbitration the court or a judge may from time to time remit the matters referred, or any of them, to the reconsideration of the arbitrators or umpire." Section 11 contains this provision: "(2) Where an arbitrator or umpire has misconducted himself, or an arbitration or award has been improperly procured, the court may set the award aside." Those are the sections which are material. The Arbitration Act, 1889, s. 19, gives the court very extensive powers over arbitrators beyond any which the court previously possessed. It impliedly confers on the parties to an arbitration the right to apply to the court for an order directing the arbitrator to state in the form of a special case for the opinion of the court any question of law arising in the course of the reference. The right thus conferred must be respected by the arbitrator; and if a party to an arbitration, acting *bonâ fide*, requests an arbitrator either to state a special case raising a question of law arising in the course of the reference and material for consideration, or to delay his award until the party can apply to the court for an order directing a special case, and the arbitrator refuses to comply with either of such requests, the arbitrator is, *primâ facie* at all events, guilty of a breach of duty towards such party. Such a breach of duty is *primâ facie* misconduct on the arbitrator's part within the meaning of section 11 of the statute, and justifies the court in setting aside the award under that section, or in remitting it for further consideration under section 10. Even in such a case as that supposed there may possibly be some grounds for justifying the refusal of the arbitrator, although it is not easy to imagine any. But it is obvious that, if an application for a special case is frivolous, and is made merely for delay, an arbitrator will be perfectly right to refuse it, and will be upheld by the court in so doing. This view of the law is quite consistent with *Dinn* v. *Blake* (L. R. 10 C. P. 388) and *Re An Arbitration between Keighley, Maxsted, & Co. and Bryan, Durant, & Co.* (41 W. R. 437; 1893, 1 Q. B. 405): Section 19 has imposed new duties on arbitrators, and has consequently made a breach of such duties by them misconduct on their part, although before such duties existed their conduct could not be so regarded. In the present case the question of law raised by the buyer is material if there is a deficiency, and is raised *bonâ fide* and not at all for delay. On the evidence before us a considerable deficiency seems established; but the parties are not agreed about the matter, and the court does not know what the arbitrator's decision on this question really is. If they find there is no deficiency, no question of law arises; but if there is a deficiency, the question of law raised by the buyer becomes all-important. Under these circumstances the order appealed from should be slightly varied in its terms, so as to direct the arbitrators to reconsider their award and to state whether there is a deficiency or not, and, if there is, then to state the special case. In substance, however, the order is right, and the appeal must be dismissed.

CHITTY, L.J., delivered judgment to the same effect.—COUNSEL, *R. M. Bray* and *Edward Bray*; *T. G. Carver*. SOLICITORS, *Tilleards*; *Simpson & Cullingford*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

Re **HEYWOOD, HEYWOOD** *v.* **HEYWOOD**. Stirling, J. 27th Oct., 6th Nov.

ADMINISTRATION—PRACTICE—PRIORITIES—RATES—PREFERENTIAL PAYMENTS IN BANKRUPTCY ACT, 1888 (51 & 52 VICT. c. 62), s. 1, SUB-SECTION (6), AND s. 3.

The operation of the Preferential Payments in Bankruptcy Act, 1888, is to give in the administration of the estate of a person who died intestate after the commencement of that Act priority over all his other debts to debts in respect of poor and other rates due from the intestate. This case raised an important question as to the effect of the Preferential Payments in Bankruptcy Act, 1888, in regard to the priority of certain rates in the administration of the estate of a person who died intestate and insolvent. On the 29th of March, 1897, the usual order was made at the instance of creditors for the administration of the estate of the intestate John Heywood deceased, who died on the 6th of January, 1896. That order was duly prosecuted, and it appeared that the estate was insufficient for the payment in full of the intestate's debts and liabilities, and the question which was to be decided was whether certain rates, including poor rates, general districts rates, and highways rates, due at the date of the intestate's death, were to be paid in priority to the other debts. The point was raised upon a summons by the creditors in respect of the above-mentioned rates, seeking the opinion of the court whether their claims were entitled to priority over all the other debts of the intestate, and the learned judge held that they were entitled to such priority.

STIRLING, J., referred to the provisions of the Preferential Payments in Bankruptcy Act, 1888, and proceeded as follows: That Act came into operation on the 1st of January, 1889, and it has therefore been in operation eight years. I have thought it right to make inquiry as to what has been the practice in chambers during that period. The result of those inquiries is that I find there is really no fixed practice. Throughout the whole of that period one master appears to have adopted one course and another the opposite, and I cannot find that the question has ever been brought before a judge of this division personally even in chambers, and certainly there has been no adjudication on the subject. Now, in the year 1895 there was decided by the Court of Appeal the case of *Re Long* (1895, 1 Ch. 652). This case seems to me to be decided on the principle expressly stated by the present Master of the Rolls, at p. 657 of his judgment, that "the rules in bankruptcy as to debts and liabilities provable must now, I think, include all rules as to priorities expressly enacted by any statute and made applicable in the event of bankruptcy." It is contended on behalf of the creditors for rates that this principle ought to be applied in the present case. It is not disputed on the other side that that priority could be imported into the administration of insolvent estates by courts of equity if section 1 of the Act of 1888 stood alone; but it is said that section 3 expressly limits the operation of the Act to receiving orders, orders under section 125 of the Bankruptcy Act, 1883, and the winding up of companies. If this latter contention is to prevail, the effect of section 3 will be to operate as a repeal of the statutory provision of the Judicature Act, 1875, as interpreted by the Court of Appeal in *Re Long*, so far as relates to the administration of insolvent estates of deceased persons in courts of equity. In my judgment this is not the true effect of section 3. Section 3 appears to me to provide that not every administration in bankruptcy or winding up is to be affected by the Act, but only those where an order has been made after the period fixed for the commencement of the Act, and I do not think it was intended by the Legislature to exclude the operation and application of section 10 of the Judicature Act, 1875. By the combined effect of section 1, sub-section 6, and section 10 of the Judicature Act, 1875, the limitation imposed by section 3 of the Act of 1888 has been imported into the administration of estates by courts of equity—that is to say, the rule introduced into bankruptcy by the Act of 1888 will apply only when the death (by section 1, sub-section 6, substituted for a receiving order) occurs after the commencement of the Act.—COUNSEL, *G. Humphry*; *Curtis Price*. SOLICITORS, *Torr, Gribble, Oddie, & Sinclair*, for *A. Roberts*, Barnstaple; *C. W. & H. B. Taylor*.

[Reported by W. SCOTT THOMSON, Barrister-at-Law.]

High Court—Queen's Bench Division.

SHAW *v.* **LUTMAN.** Div. Court. 2nd Nov.

COUNTY COURT—APPEAL—PRACTICE—38 & 39 VICT. c. 50, s. 6—REQUEST TO JUDGE TO TAKE A NOTE—ACTION BY MORTGAGEE—MESNE PROFITS—APPLICATION FOR SECURITY FOR COSTS—INSOLVENCY.

This was an application by the respondent that the appellant should be ordered to find security for costs. The facts were these: C. G. Shaw, a solicitor practising at Reading, sued the defendant, A. E. Lutman, a butcher of Frimley, Surrey, to recover possession of premises in the defendant's occupation. The action was heard at the Farnham County Court in November, 1896, by His Honour Judge Vernon Lushington. The plaintiff sued as mortgagee and claimed possession of the premises in question under two mortgages, each for £400. He also claimed £33 10s. as mesne profits. The mortgages were created by William Lutman, the father of the defendant, who had become a bankrupt in 1891, and his son then took over and continued to carry on his father's business. The learned judge stopped the case so soon as the mere facts had been stated and directed judgment to be entered for the plaintiff. Counsel for the defendant thereupon asked his lordship to take a note. This his honour refused to do on the ground that the application was too late. The appeal from this judgment was heard on the 21st of January, and the court (Wright and Bruce, JJ.) held that the learned county court judge was wrong in refusing to take a note. In the result the Divisional Court directed a new trial. The case then again came on for re-trial before his honour at the county court at Farnham in July, this time with a jury, and a verdict and judgment was entered for the plaintiff. From the verdict and judgment on the new trial the defendant lodged an appeal, and it was in respect of this appeal now pending that the mortgagee made an application on the 2nd of November for security to be given for costs. In support of the application, counsel contended that, as the defendant was a bankrupt, he having filed his petition early in 1896, such an order ought to be made. Counsel who appeared to oppose the application submitted that his client was the tenant in law of these premises, and as such entitled to six months' notice, and he pleaded that there were special circumstances and that where such circumstances existed the court would not make an order. He referred to *Ucil* v. *Brearley* (3 C. P. D. 206), where it was held that an appellant would be ordered to give security for costs of the appeal who was in insolvent circumstances and *also* was vexatiously and unreasonably prosecuting the appeal. Cockburn, C.J., in his judgment, said: "I think that in considering the question we are justified in taking into account not merely the pecuniary position of the appellant but also the other circumstances of the case. If the court were of opinion that the appellant had any reasonable ground for going on with his action they should not allow mere poverty to stand in the way of his appeal." In the case of *Rourke* v. *The White Moss Colliery Co.* (1 C. P. D. 556) the Court of Appeal refused to require an insolvent appellant to give security for costs of the appeal where the question at issue had not been previously considered in a court of error. The points raised by the facts and admitted at the two trials before the learned county court judge, counsel now contended, involved questions of law which had never been argued before a Divisional Court. The facts in the present case were similar to those in *Whittaker* v. *Hales* (7 Bing. 322). The appellant, therefore, had a reasonable ground for going on with his action, and brought himself within the rule in *Ucil* v. *Brearley* (*ante*). At the conclusion of the argument,

THE COURT (WRIGHT and KENNEDY, JJ.) said they were of opinion that the appellant must give £10 security. The costs of this application to be costs of the appeal.—COUNSEL, *Spokes; Grimwood Mears.* SOLICITORS, *J. & B. Hale*, for *C. G. Shaw*, Reading; *J. Tickle.*

[Reported by ERSKINE REID, Barrister-at-Law.]

WILLIAMS (Appellant) *v.* **LLANDUDNO DISTRICT COUNCIL** (Respondents). Div. Court. 3rd Nov.

PUBLIC HEALTH—WATER—ALTERATION BY OCCUPIER OF SUPPLY PIPE BY ADDITION THERETO OF A STOP-TAP—CONSENT OF UNDERTAKERS MUST FIRST BE OBTAINED—WATERWORKS CLAUSES ACT, 1863 (26 & 27 VICT. c. 93), s. 19; PUBLIC HEALTH (WATER) ACT, 1878 (41 & 42 VICT. c. 25), s. 25.

Case stated by justices for the county of Carnarvon. An information was preferred against the appellant, Clara Pain Williams under section 19 of the Waterworks Clauses Act, 1863, for that she had affixed a certain stop-tap to a certain water-pipe, being a service-pipe belonging to her use for the conveyance of water to a house in Church Walks, Llandudno, without having first obtained the consent of the urban district council. The justices convicted the appellant, and fined her one shilling and costs. The case stated that the lady was in the habit of leaving her house locked up during the winter months, and that she had had this stop-tap fitted to the pipe in question to enable her to turn off the supply and thus prevent damage to her house and furniture in the event of the pipes bursting during a frost. Section 19 of the Waterworks Clauses Act, 1863, is one of a group of sections headed "Protection of Water" which are introduced in the Act by these words: "And with regard to the waste of water and misuse of the water supplied by or belonging to the undertakers, be it enacted, &c" The material part of the section is as follows: "It shall not be lawful for the owner or occupier of any premises to affix or cause or permit to be affixed any pipe or apparatus to a pipe belonging to the undertakers or to a communication or service pipe, or to make any alteration in any such communication or service pipe, without the consent in every such case of the undertakers." For the lady it was contended that no waste or misuse of water could ensue from the addition of the stop-tap to the pipe. During two consecutive winters the pipe had burst, and it was, therefore, greatly to the advantage of the water company that this alteration should be made, but, apart from that fact, it was argued that the undertakers had no power to object because the sections under which they purported to proceed were governed by the introductory words, which clearly shewed that they, as the authority, could only interfere to prevent any "waste or misuse" of water supplied by them under powers given by section 57 of the Public Health (Water) Act, 1878. Further, it was contended that a stop-tap was not an "apparatus" or "alteration" within the meaning of section 19 of the Act of 1863.

THE COURT (WRIGHT and KENNEDY, JJ.), without hearing counsel for the respondents, dismissed the appeal. In their opinion the words of the Act were too clear to permit of argument. It was obviously necessary that the water authority of a district should be informed before any alteration was made in the pipes which supplied the water to their customers; otherwise they might have no means of knowing or controlling what was being done. The magistrates were right in the decision they had come to, and the appeal must be dismissed. Conviction accordingly affirmed.—COUNSEL, *English Harrison; Temple Franks.* SOLICITORS, *Bell, Brodrick, & Gray*, for *W. D. Henderson*, Llandudno; *Belfrage & Co*, for *Chamberlain & Johnson*, Llandudno.

[Reported by ERSKINE REID, Barrister-at-Law.]

CLARKE *v.* **POUNTNEY AND OTHERS.** Div. Court. 4th Nov.

PRACTICE—PLEADING—DEFAULT OF PLEADINGS—MOTION FOR JUDGMENT—INJUNCTION—ORD. 27, R. 11.

This was a motion for judgment under ord. 27, r. 11. The action was for damages for conspiracy, for the delivery up of certain documents, and for an injunction. No appearance was entered. A statement of claim was filed, but no defence was delivered. According to the statement of claim, the defendant Pountney was, from the 2nd of December, 1895, to the 5th of June, 1896, in the employ of the plaintiff, who was a stock and share merchant, as clerk upon the terms that he should treat as confidential such information as he obtained from the plaintiff's books and papers. Pountney afterwards entered the service of the other defendants, and the statement of claim alleged that Pountney, in collusion with the other defendants, made use of information obtained while in the plaintiffs' employ. The statement of claim claimed, among other remedies, an injunction to restrain the defendants from making use of the information obtained by Pountney.

THE COURT (WRIGHT and KENNEDY, JJ.) ordered the motion to stand over till trial. They said that before the statement of claim the plaintiff was not necessarily entitled to an injunction.—COUNSEL, *R. E. Moore.* SOLICITORS, *Godwin & Chater.*

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

MADELEY *v.* **GREENWOOD.** Div. Court. 4th Nov.

SHERIFF—FEES—POUNDAGE—EXECUTION STOPPED OR WITHDRAWN—SHERIFFS ACT, 1887 (50 & 51 VICT. c. 55), s. 20 (1) and (2)—ORDER OF THE 31ST OF AUGUST, 1888, AS TO FEES.

This was a motion by the sheriff of Staffordshire for an order commanding the district registrar of the High Court to tax certain costs of an execution. A writ of *fi. fa.* was handed to the sheriff on the 5th of June, 1897. The sheriff seized the goods of the defendant in the action, which were more than sufficient to satisfy the judgment debt and costs; but on the 11th of June the solicitor of the execution creditor telegraphed to the sheriff to stop the execution, which was accordingly withdrawn. The sheriff sent in his bill to the execution creditor as upon a fructuous execution. The district registrar, in taxing the bill, refused to allow poundage on the ground that the sheriff never actually handled any sum of money. The present motion was for an order to the district registrar to tax the costs in respect of poundage. The sheriff's claim to poundage was based upon the Sheriffs Act, 1887 (50 & 51 Vict. c. 55), s. 20, which provides that the amount shall be fixed from time to time by the Lord Chancellor and the judges, with the concurrence of the Treasury. The sheriff's fees for executing writs of *fi. fa.* are fixed by an order made on the 31st of August, 1888. No. 11 in the table of fees deals with sheriff's poundage, which is fixed at the same amount as before the making of the order—that is to say, one shilling in the pound for the first £100 and sixpence in the pound for every pound above £100, "that he shall levy or extend and deliver in execution." The following note is appended to the table: "The foregoing fees, numbered 2, 3, 4, 5, 6, 8, 9, 10, 11, shall be levied in every case in which an execution is completed by sale, as fees payable to sheriffs were levied before the making of this order. In every case where an execution is withdrawn, satisfied, or stopped, the fees under this order shall be paid by the person issuing the execution, or the person at whose instance the sale is stopped, as the case may be; and the amount of any costs and charges payable under this scale shall be taxed by a master of the Supreme Court or district registrar of the High Court (as the case may be), in case the sheriff and the party liable to pay such costs and charges differ as to the amount thereof." It was contended on behalf of the execution creditor that there was no appeal from the decision of the taxing-master or district registrar. *Townend* v. *Sheriff of Yorkshire* (24 Q. B. D. 621) was cited

THE COURT (WRIGHT and KENNEDY, JJ.) made the order prayed for.

WRIGHT, J., said that *Townend* v. *Sheriff of Yorkshire* did not decide the present point. In that case it was not intended to say that where a whole head of fees was struck out there was no appeal. It was clear from the Sheriffs Act and the order made thereunder that where the execution was

withdrawn or stopped the sheriff was entitled to the same fees as if the execution had been completed, including poundage. *Lee* v. *Dangar, Grant, & Co.* (1892, 2 Q. B. 337) was an authority.

KENNEDY, J., said that there would not have been a review of the district registrar's allowance had he taken the sheriff's poundage into consideration, but here he had refused to consider that head of fees altogether.—COUNSEL, *Bosanquet*, Q.C., and *Loehnis*; *J. C. Graham*. SOLICITORS, *Thomas White & Sons*, for *Hand & Co.*, Stafford; *Cook & Ellis*, for *Dunnicliffe*, Burton-on-Trent.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

GRANT *v.* **HILLAM.** Div. Court. 5th Nov.

PRACTICE—PLEADING—DEFAULT OF PLEADING—MOTION FOR JUDGMENT—ORD. 27, R. 11.

This was a motion for judgment under ord. 27, r. 11. The action was brought in July, 1897. No appearance was entered by the defendant. The plaintiff thereupon filed a statement of claim. No defence having been delivered, the plaintiff now moved for judgment. The action was brought to recover £200 under an agreement dated the 13th of May, 1896, and for an order directing the defendant to transfer 1,000 fully-paid £1 shares in a company called the London and Cripple Creek Reduction Corporation (Limited) in accordance with the terms in the same agreement. The statement of claim, after setting out the agreement and alleging that the plaintiff had done all things to entitle him to the amount claimed and to the transfer of the shares, concluded as follows: "The defendant has failed to pay the said plaintiff the said sum of £200 or any part thereof, and has neglected and failed to execute any transfer of the said 1,000 fully-paid shares or any of the same notwithstanding the said 1,000 shares have been allotted to him." Ord. 27, r. 11, is as follows: "In all other actions than those in the preceding rules of this order mentioned, if the defendant makes default in delivering a defence, the plaintiff may set down the action on motion for judgment, and such judgment shall be given as upon the statement of claim the court or a judge shall consider the plaintiff to be entitled to."

THE COURT (WRIGHT and KENNEDY, JJ.) declined to make the order, on the ground that the court were asked to grant specific performance of the transfer of the shares and the statement of claim did not allege that the defendant was possessed of any shares. The last paragraph of the statement of claim was consistent with the defendant having already disposed of the shares allotted to him. The motion was ordered to stand over until the trial of the action.—COUNSEL, *Tindal Atkinson* and *C. Scott*. SOLICITORS, *Bartlett & Gribble*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

*** In the headnote to *Gallagher* v. *Rudd* (*ante*, p. 15), for 35 & 36 Vict. c. 94 read 37 & 38 Vict. c. 49.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, November 10, Mr. Lewis Fry, M.P. (Bristol), in the chair. The other directors present were Messrs. H. Morten Cotton, Wm. Geare, John Hunter, John H. Kaye, F. Rowley Parker, Henry Roscoe, Sidney Smith, Richard W. Tweedie, E. W. Williamson, F. T. Woolbert, and J. T. Scott (secretary). A sum of £855 was distributed in grants of relief, five new members were admitted to the association, and other general business transacted. Mr. Henry Morten Cotton was elected chairman of the board for the ensuing year.

UNITED LAW SOCIETY.

Nov. 8.—Mr. C. W. Williams in the chair.—Mr. W. J. Boycott moved: "That the decision of the Court of Appeal in *Re Kharaskhoma, &c., Syndicate (Limited)* (SOLICITORS' JOURNAL, 24th of July, 1897) was wrong." Mr. A. H. Richardson opposed, and the debate was continued by Messrs. C. H. Kirby, A. C. Mutter, A. W. Sells, A. C. F. Boulton, S. E. Hubbard, J. W. Weigall, and A. W. Marks. Mr. Boycott replied. The motion was lost by 3 votes.

LEGAL NEWS.

APPOINTMENTS.

Sir WALTER PHILLIMORE, Q.C., has been appointed a Commissioner of Assize on the North-Eastern Circuit.

Mr. WALTER BARRY LINDLEY, barrister, has been appointed Secretary to the Master of the Rolls. Mr. Lindley was called to the bar at Lincoln's-inn in 1887.

Mr. HENRY EDWARD DUKE, barrister, has been appointed Recorder of Plymouth and Devonport, in the place of His Honour Judge Bompas, Q.C., resigned.

Mr. HENRY DUMMER, solicitor, of Elm Grove, Southsea, has been appointed a Commissioner to Administer Oaths. Mr. Dummer was admitted in 1880.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

HENRY MOTT, WILLIAM RICHARD DENT, and ALFRED FENWICK MOTT, solicitors (Mott, Son, & Dent), 22, Bedford-row. Nov. 8. The said Henry Mott and Alfred Fenwick Mott will continue to carry on business at No. 22, Bedford-row aforesaid. The said William Richard Dent will continue to carry on business on his own account at No. 2, New-court, Lincoln's-inn, London, and at Harlow, in the county of Essex [*Gazette*, Nov. 9.

INFORMATION WANTED.

JANE ARUNDEL ST. AUBYN CULLEY.—Any person holding, or capable of furnishing any information respecting the making of, a will or other testamentary disposition of Jane Arundel St. Aubyn Culley, late of Claverings-cottage, Wooler, Northumberland, widow of the late George Culley, of Fowberry Tower, Northumberland, one of her Majesty's Commissioners of Woods and Forests, of more recent date than a will made the 7th day of August, 1894, is requested to communicate with Messrs. Aldridge, Thorn, & Sherrington, 31, Bedford-row, London, W.C.

GENERAL.

The pensions for Lord Esher and Lord Ludlow have been gazetted. Lord Esher receives a pension of £3,750 for life; Lord Ludlow a pension of £3,500 for life.

It is stated that the Irish Solicitor-General, Mr. William Kenny, M.P., is to be elevated to the bench, and will take his seat as a judge of the High Court in Ireland at the commencement of the coming year.

It is stated that the Lord Chief Justice has so far recovered from his recent accident that he has been able to return to his town house in Harley-street this week. He is expected to resume his seat in court on Monday next.

The members of the Oxford Circuit have invited Mr. Justice Darling to a complimentary dinner in celebration of his recent elevation to the Bench; and the members of the North-Eastern Circuit will entertain Mr. Justice Ridley at dinner at the Hotel Metropole on Wednesday, January 26.

The *St. James's Gazette* says that whilst Mr. Justice Kekewich was returning home from Watford on Saturday in last week in a hansom cab the horse fell, and the judge was pitched forward with considerable violence. He received a rather severe shock to the system and some bruises on his leg.

Mr James Leake, jun., solicitor, of Shifnal, Salop, who has been the chairman of the Shifnal Parish Council since the Local Government Act, 1894, first came into operation, has been entertained by the members of that council at a complimentary dinner and also presented with an illuminated address.

Sir R. T. Reid, Q.C., M.P., has been sworn in as a Justice of the Peace for Kent. Sir Robert will take the chair next week, at the Holborn Town Hall, on the occasion of the annual smoking concert in aid of the Sick and Provident Fund of the staff of the Royal Courts of Justice.

The Judicial Committee of the Privy Council resumed their sittings on Wednesday. Their first list of causes contains ten appeals for hearing—viz., from Allahabad 4, Oudh 2, New South Wales 2, and the Punjab and Victoria one each. There are also three petitions for the prolongation of letters patent.

A return has been published shewing the receipts and expenditure in respect of the High Court of Justice and the Court of Appeal during the year ended March 31, 1897. The total receipts during this period are given as £481,048 4s. 10d., being a decrease of £16,691 4s. 7d. on the total for the previous year. The total expenditure was £618,514 9s. 9d., a net decrease of £15,984 16s. 5d. as compared with the figures for the year ended the 31st of March, 1896.

The death on the 5th of November is announced of Mr. Horatio Brandon, who practised as a solicitor at No. 15, Essex-street, Strand, for forty years in partnership, firstly, with his brother, who died in 1888, and subsequently in partnership with his eldest son and the eldest son of his deceased partner, who now succeed to the business in Essex-street. To the deceased London is largely indebted for the possession in its present condition of Leicester-square. Few persons of the present day are able to recall the hot-bed of every abomination which the old square was before the deceased gentleman solved the legal problem of its acquisition, and induced Baron Albert Grant to find the capital for the purchase. The presentation of the square, embellished as it now exists, by Baron Grant to the nation remains a record in the history of London.

In the course of the trial of the matrimonial suit of *Bailey* v. *Bailey*, on Friday in last week (says the *Times*), Mr. Inderwick, Q.C., complained that both sides had experienced considerable difficulty in obtaining sitting accommodation for their witnesses. As a matter of fact, most of them were obliged to stand about the whole day in the corridors outside. The President said: I entirely agree. These Law Courts are probably the most ill-constructed buildings of their kind in the world. Mr. Inderwick, Q.C.: The courts were designed with the idea that the public should occupy only the places set apart for them in the gallery, and that the body of the court should be kept entirely for the accommodation of those actually engaged in the cases and the members of the bar. The public, however, fill every available seat in court long before the parties arrive when any sensational case is on, and the result is that no place is left for witnesses. The President said he should direct the usher to find seats for the witnesses in the body of the court, and if the public had to be turned out they must find seats in the gallery.

Mr. J. M. Lely writes to the *Times* the following letter: "The Land Transfer Act of the late Session very strikingly exemplifies the evils of

that allusive legislation to which you recently allowed me to direct public attention in your columns. The 20th section enables her Majesty the the Queen in Council to apply compulsory registration to any 'county or part of a county,' and enacts that for the purposes of the section the word 'county' shall have the same meaning as in the Local Government Act, 1888. The interpretation clause of the Act of 1888 enacts that the word 'county' does not include a county of a city or county of a town, and separately defines 'administrative county' as meaning the area for which a county council is elected, thus including the areas of the County of London, of the three Ridings of Yorkshire, and of other divisions of other counties. Assuming it to be quite clear, on carefully comparing the two Acts, that the County of London is a county to which the 20th section of the Act of 1897 applies, I think all persons interested have strong ground of complaint that, in order to know the law on so important a matter as to what area compulsory registration of titles on sale may be applicable, they should be obliged to rely, not only upon an incorporation by reference, but on an incorporation by reference timesomely incomplete."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, Nov. 15	Mr. Godfrey	Mr. Lavie	Mr. Leach
Tuesday 16	Rolt	Pugh	Beal
Wednesday 17	Godfrey	Lavie	Leach
Thursday 18	Rolt	Pugh	Beal
Friday 19	Godfrey	Lavie	Leach
Saturday 20	Rolt	Pugh	Beal
	Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, Nov. 15	Mr. Ward	Mr. Farmer	Mr. Carrington
Tuesday 16	Pemberton	King	Jackson
Wednesday 17	Ward	Farmer	Carrington
Thursday 18	Pemberton	King	Jackson
Friday 19	Ward	Farmer	Carrington
Saturday 20	Pemberton	King	Jackson

THE PROPERTY MART.

SALES OF ENSUING WEEK.

Nov. 15.—Messrs. St. Quintin & Son, at the Mart, at 2 p.m., Leasehold Mansion in Mayfair, with possession. Solicitors, Messrs. Travers, Smith, Braithwaite, & Robinson, London. Also Leasehold Property in the City of London, producing nearly £1,300 per annum. Solicitors, Messrs. Wilde, Moore, and Wigston, London. (See advertisements, Nov. 6, p. 23).

Nov. 16.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 p.m., Freehold Shop and Premises in Clapham, let on lease at £160 per annum Solicitor, John Bartlett, Esq., London. (See advertisement, Nov. 6, p. 23.)

Nov. 17.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2 p.m., a Profit Rental of £50 per annum, secured upon 18, Tottenham Court-road, let at £900 per annum for 5 years. Solicitors, Messrs. Stanley Evans & Co., London. Freehold Ground-rents amounting to £370 per annum, secured upon Properties in Chelsea. Solicitors, Messrs. Adams & Adams, of London. (See advertisements, this week, back page.)

Nov. 17.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2 p.m., Freehold Estate in Cavendish-square; let at £1,500 per annum for an unexpired term of 3½ years. Solicitors, Messrs. Walfords, London. Freehold Estate in Pall-mall, opposite Marlborough House; let at £500 per annum. Corporation Lease of Offices and premises occupied by the Grand Junction Waterworks Co. in Brook-street, W.; let on lease at a ground-rent of £500 with reversion in about 30 years. Solicitors, Messrs. Eardley Holt, Hulbert, & Hubbard, London. (See advertisements, this week, p. 3.)

Nov. 18.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2 p.m.—

REVERSIONS:

To a Legacy of £100, and to one-sixth of one-third of a Residuary Estate amounting to £8,283, secured upon Mortgages and £2,920 Railway Stocks, lady aged 48, with contingent Reversion to one-sixth of a moiety of one-third of the residue, also 2 similar Reversions. Solicitor, Ernest Bevir, Esq., London.

To one-fifth of a Residuary Estate, value £3,500, invested on Mortgage and Freeholds; lady aged 75. Solicitor, A. M. Griffith-Williams, Esq., London.

To £12,000, secured upon Valuable Estates in Northampton and Leicester; lady aged 60. Solicitors, Messrs. Ley, Wood, & Rickerby, of Cheltenham.

To 338 shares of £10 in Messrs. John Fowler & Co., of Leeds; lady aged 67. Solicitor, Arthur Willey, Esq., Leeds.

To Leasehold Properties in county Cork, on decease of a gentleman without issue, aged 75, provided reversioner, aged 53, survives him; with Policies. Solicitors, Messrs. Colyer & Colyer, London.

LIFE INTEREST:

Of a lady aged 39 in Freehold Property at Fatcham, with Policy for £500. Solicitors, Messrs. Colyer & Colyer, London.

Of a gentleman aged 29 in about £729 per annum in Railway Stock, &c., and Reversion to an Estate valued at £33,000; lady aged 32. Solicitor, E. M. Lazarus, Esq., London.

ANNUITY:

Of £200, payable during the lives of a peer aged 66, and his son aged 32, secured upon estates in Ireland; also Reversionary Life Interest in the income arising from the above on the death of the peer, provided the son, aged 32, be living. Solicitor, H. Stanley-Jones, Esq., London.

POLICIES:

For £3,000, £2,000, £2,000, £1,000, £600, £500, £500, £500, £500. Solicitors, Messrs. Lovell, Son, & Pitfield, London.

SHARES:

In Regd Pneumatic Tyre Co. and Lee Lamp Patent Co. Solicitors, Messrs. Mear & Fowler, London.

(See advertisements, this week, back page.)

Nov. 18.—Mr. Joseph Stowell, at the Mart, at 2 p.m., Valuable Freehold Property in City of London, adjoining Fresh Wharf, Lower Thames-street; let on repairing lease at £350 per annum. Solicitor, John Jobson, Esq., London. (See advertisement, Nov. 6, p. 23.)

WINDING UP NOTICES.

London Gazette.—Friday, Nov. 5.

JOINT STOCK COMPANIES.

Limited in Chancery.

Blackrod and Wigan Coal Co, Limited—Creditors are required, on or before Nov 22, to send their names and addresses, and the particulars of their debts or claims, to Thomas Rushton, 45, Fishergate, Preston

Floating Metallic Packing Co, Limited—Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to James Cosens, 111, Exchange Docks, Cardiff

Metropolitan Paper Co, Limited—Creditors are required, on or before Dec 6, to send their names and addresses, and the particulars of their debts or claims, to Mr Henry Spain, 76, Coleman st. Wilkie, 24 and 23, Basinghall st, solor

New Brenton Cycle Co, Limited—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Mr George Henry Sharp, Quinton Works, Cheylesmore, Coventry. Hughes & Masser, Coventry, solors for liquidator

Swan & Leach, Limited—Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to Mr W. H Leach, 3, Princess st, Manchester. Robinson & Co, Manchester, solors to liquidator

London Gazette.—Tuesday, Nov. 9.

JOINT STOCK COMPANIES.

Limited in Chancery.

Amalgamated Licensed Victuallers Mineral Water and Cordials Manufacturing Co, Limited—Petn for winding up, presented Nov 4, directed to be heard on Nov 17. Goodman, 4, Bishopsgate st Without, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 11

Breage Tin Mine, Limited—Creditors are required, on or before Dec 18, to send their names and addresses, and the particulars of their debts or claims, to Thomas Bawden Provis, St Mawes, R80, Cornwall Daniell & Thomas, Camborne, solors for liquidator

Globe Engineering Co, Limited—Petn for winding up, directed to be heard on Nov 17. Hextall, 10, Ironmonger lane, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 16

Menam Flotilla Co, Limited—Creditors are required, on or before Feb 5, to send their names and addresses, and the particulars of their debts or claims, to J. A. Fauchaud, 28, Fenchurch st

Pneumatic Harness Syndicate, Limited — Petn for winding up, presented Nov 3, directed to be heard on Wednesday, Nov 17. Raphael & Co, 59, Moorgate st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 16

Salocin Patent Carriage Wheel Co, Limited—Petn for winding up, presented Nov 4, directed to be heard on Nov 17. Morris, 2, Walbrook, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 16

FRIENDLY SOCIETIES DISSOLVED.

Kentish Workmen's Sick Benefit Society, Marquis of Granby Inn, High st, Maidstone Nov 3

National Land Union Benefit Society, 5, Highcliffe, Winchester. Nov 3

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, Oct. 29.

Arlidge, Harriet Frances, Wimbledon Dec 4 Whitfield & Harrison, Surrey st, Strand

Ashworth, Thomas, Salford, Lancs, Commission Agent Nov 30 Taylor, Manchester

Bellingham, Francis, Rye, Sussex Nov 30 Dawes, Rye

Bliss, Francis Henry, Oxted, Surrey Dec 1 Rundle & Hobrow, Basinghall st

Bransbury, Henry, Southsea Nov 27 Saxelby & Co, Ironmonger lane

Brumfit, Isabella, Bradford Dec 24 Hutchinson & Sons, Bradford

Cates, Jane Ellen, Binfield, Berks Dec 13 Gosnell & Tiernay, Finsbury pavement

Chant, Tom, Stock under Hamdon, Somerset, Innkeeper Nov 27 Walter, Ilminster

Chenoweth, Jane Donnelly, Bayswater Dec 13 Hollams & Co, Mincing lane

Chilcott, Francis Mary Nov 30 Hooper & Wollen, Torquay

Clapham, William, New Brighton, Chester, Gardener Dec 8 Lee & Co, Manchester

Cumming, John Bullock, Torrington sq Nov 28 Myers, South sq, Gray's inn

Dashwood, Caroline De Courcy, Via Leopardi Esquilino, Rome Dec 7 Adam & Thring, Bath

Dix, Elizabeth Mary, Norwich Dec 10 Culley, Norwich

Douglas, Charles Henry Ogilvie, Chelsea Dec 15 Parker, Chancery lane

Evens, Elizabeth Evens, Mile End Nov 25 King & Jenkins, Abchurch lane

Garside, Harriet, Birkenshaw, York Dec 1 Scholefield & Co, Batley

Gray, Elizabeth, Brockley, Kent Dec 8 Saw & Son, Queen Victoria st

Hathaway, the Rev Edward Penrose, Tunbridge Wells Nov 30 Lake & Lake, New sq

Hillas, William Hutchisson, Ballina, Mayo Dec 10 Bircham & Co, Old Broad st

Hopwood, Martha, Torkington Dec 1 Sidebotham & Sidebotham, Stockport

Houghton, Ann, Rainhill, Lancaster Nov 30 Owen, Liverpool

Isherwood, John Richard Ramsbotton, Woodlawn Lodge, nr Maidstone Dec 14 Kingsford & Co, Canterbury

Jaques, Thomas George, Blackfoft, York, Farmer Dec 1 England & Son, Goole

Jeffcott, James, Lichfield, Innkeeper Nov 30 Barnes & Son, Lichfield

Jobson, Elizabath, Highbury hill Dec 14 Cooper & Sons, Manchester

Leigh, Elizabeth Ward Boughton, Newbold on Avon, nr Rugby Dec 2 Letts Bros, Bartlett's bldgs, Holborn

Leggett, Elizabeth Dean, Denmark hill Nov 26 Hanbury & Co, New Broad st

Mander, Alice, Stoke Newington Nov 13 Hogan & Hughes, Martins lane

Master, Algernon William Chester, Sutton, Surrey Nov 30 Saunders, Regent st

Nevill, Julia, Hyderabad, India Nov 30 Norton & Co, Victoria st

Ogilvie, Arthur Graeme, Great George st Dec 15 Lawrence Graham & Co, New sq

O'Conner, James, Clapham Nov 30 Bilney, Temple chmbrs

Page, William, Duke st, St James's, Wine Merchant Nov 26 Gamlen & Burdett, Gray's inn sq

Preston, William, Bulwell, Nottingham Nov 20 Martin & Sons, Nottingham

Prime, William, Hanley Nov 8 Worthington, Hanley

RAWLINSON, JOHN, Lancaster Nov 20 Sanderson, Lancaster
RAYNES, FRANCIS, Bawtry, Yorks Nov 21 Parkin & Co, Doncaster
SAXTON, JEREMIAH, East Ardsley, nr Wakefield Dec 13 Brearley, Batley
SIDNEY, WILLIAM ROBERT, Bemerton st, Caledonian rd Nov 15 Lingard, Finsbury circus
SINCLAIR, ROBERT KIRKWOOD, Forest Hill Dec 10 Morris & Co, Broad st House
SMITH, HARRIOT, Cheltenham Dec 1 Guillaume & Sons, Salisbury sq
SUTHERLAND, REBECCA, Eaton pl Dec 8 Farrer & Co, Lincoln's inn fields
SUTTON, SAMUEL, Haslington, Chester, Farmer Dec 10 Robt Bygott & Sons, Sandbach
WADE, RICHARD BLANEY, Seymour st, Portman sq Dec 15 Wade, Old Jewry
WARD, WRIOTHESLEY RUSSELL, Throgmorton avenue Nov 10 Rooper & Whately, Lincoln's inn fields
WATKINS, THOMAS CHICHELE Barrsave, Brecon Nov 30 Holt & Co, Lincoln's inn fields
WEST, the Rev WASHBOURNE, Notting Hill Dec 21 Robinson, Oxford

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 5.

RECEIVING ORDERS.

ABRAHAMS, WILLIAM, Tunbridge Wells, Baker Tunbridge Wells Pet Nov 1 Ord Nov 1
ALEXANDER, SAMUEL KING, Reading Reading Pet Nov 3 Ord Nov 3
BATEMAN, SAMUEL, Amroth, Pembroke, Grocer Pembroke Dock Pet Nov 1 Ord Nov 1
BAYLES, HERBERT, Stradbroke, Suffolk, Saddler Ipswich Pet Nov 3 Ord Nov 3
BEWETT & SON, Plymouth, Stockbrokers Plymouth Pet Oct 22 Ord Nov 2
BLOOD, GEORGE, Birmingham, Carpenter Birmingham Pet Nov 1 Ord Nov 1
BOWETT, REUBEN JOHN, Altrincham, Grocer Manchester Pet Nov 2 Ord Nov 2
BRACEY, EVAN, and ISAAC BRACEY, Staple Hill, Glos, Builders Bristol Pet Nov 2 Ord Nov 2
BRAIN, ISAAC, Glos, Wheelwright Bristol Pet Nov 2 Ord Nov 2
BROOKS, WILLIAM ISAAC, Walsall, Paperhanger Walsall Pet Oct 16 Ord Oct 29
CHEVERTON, ALBERT MILTON, Newport, I of W, Cycle Agent Newport Pet Nov 2 Ord Nov 2
COLE, WILLIAM, Cwmbran, Mon, Greengrocer Newport, Mon Pet Nov 3 Ord Nov 3
COLWILL, GEORGE, Mountain Ash, Glam, Grocer Aberdare Pet Nov 2 Ord Nov 2
COOPER, GEORGE WILLIAM, Birkenhead Birkenhead Pet Nov 1 Ord Nov 1
DAVIES, REES, Tylorstown, Glam, General Dealer Pontypridd Pet Nov 3 Ord Nov 3
ENGLAND, GEORGE, Derby, Milkseller Derby Pet Nov 1 Ord Nov 1
FLAXMAN, ARTHUR WALTER, Hornsey, Builder High Court Pet Nov 1 Ord Nov 1
GIDNEY, EDRIC ALFRED, Ipswich, Dairyman Ipswich Pet Nov 2 Ord Nov 2
GRAY, MARTHA HANNAH, Blackpool Preston Pet Sept 30 Ord Nov 1
HANNELL, HERBERT, Bushey, Herts, Provision Dealer St Albans Pet Oct 6 Ord Nov 2
HOLME, WILLIAM ASSHETON, Northampton, Manufacturing Chemist Northampton Pet Nov 1 Ord Nov 1
HORNER, PERCY WILLIAM, Pontefract, Yorks, Jeweller Wakefield Pet Nov 2 Ord Nov 2
HUTCHINSON, FRANCIS, Southport, Lancs, Joiner Liverpool Pet Oct 28 Ord Nov 2
JAY, GEORGE, Swansea, Journeyman Joiner Swansea Pet Nov 2 Ord Nov 2
LUCAS, THOMAS WILLIAM, Kilburn, Costumier High Court Pet Nov 1 Ord Nov 1
MEAD, WILLIAM MARTIN LUTHER, Evesham, Worcesters, Commission Agent Worcester Pet Nov 1 Ord Nov 1
PARKER, GEORGE, Leyburn, Yorks, Rural Postman Northallerton Pet Nov 1 Ord Nov 1
PECKITT, JAMES, Filey, Yorks, Grocer Scarborough Pet Nov 1 Ord Nov 1
QUIGLEY, LISBETH, and LOUISA QUIGLEY, Kingston upon Hull, Tobacconists Kingston upon Hull Pet Nov 1 Ord Nov 1
RATTENBURY, JAMES, Exmouth, Greengrocer Exeter Pet Nov 1 Ord Nov 1
RAYNOR, JOHN JARVIS, Worksop, Butcher Nottingham Pet Nov 2 Ord Nov 2
RIMMER, WILLIAM, Wigan, Pattern Maker Wigan Pet Nov 2 Ord Nov 2
ROBINSON, THOMAS, Wombwell, Yorks, Bootmaker Barnsley Pet Oct 22 Ord Nov 3
SMITH, EDWARD SHARPLES, Rhuddlan, Flints, Innkeeper Bangor Pet Oct 19 Ord Nov 2
STANWAY, THOMAS, Birmingham, Draper Birmingham Pet Nov 3 Ord Nov 3
STEVENS, JOHN, Sheffield, Grocer Sheffield Pet Nov 3 Ord Nov 3
STOREY, JAMES, Staveley, Westmrld, Builder Kendal Pet Nov 3 Ord Nov 3
TIBBITS, HERBERT, Paddington, Doctor High Court Pet Nov 2 Ord Nov 2
VINCENT, ALFRED, Bitton, Gloucester, Farmer Bristol Pet Nov 3 Ord Nov 3
WALDRON, WILLIAM, Leeds, Paper Ruler Leeds Pet Oct 30 Ord Oct 30
WHITE, CHARLES EDWARD, Handsworth, Grocer Birmingham Pet Nov 1 Ord Nov 1
WYNNE, JOHN, Newington causeway, Builder High Court Pet Sept 29 Ord Nov 1

Amended notice substituted for that published in the London Gazette of Nov. 2:

WESTLEY, JOHN, Harborne, Birmingham, Cabinet Maker Birmingham Pet Oct 29 Ord Oct 29

FIRST MEETINGS.

ANTHE, MARGARET, Bridgend, Glam, Watchmaker Nov 16 at 11 Off Rec, 29, Queen st, Cardiff
BERESCH, ALEXANDER, Middlesborough, Ironmonger Nov 17 at 3 Off Rec, 8, Albert rd, Middlesborough
BOWES, EDWARD, Maidstone, Builder Nov 17 at 11 Off Rec, 9, King st, Maidstone
BOWMAN, PARKER, Patterdale, Westmorland, Joiner Nov 17 at 3 Off Rec, 34, Fisher st, Carlisle
BRINSON, TOM HENRY, Christchurch, Southampton, Farmer Nov 12 at 12.30 Off Rec, Salisbury
BROWNE, HENRY FRANCIS WOLVE, Hull, Stoke, Suffolk Nov 12 at 11 Bankruptcy bldgs, Carey st
CHANTLER, DANIEL, Charlwood, Surrey, Farmer Nov 12 at 11.30 24, Railway app, London Bridge
CHESSBRIGHT, HERBERT JAMES, Wolverhampton, Draper Nov 16 at 2.30 Bankruptcy bldgs, Carey st
CHESSBRIGHT, LAURA SELINA, Wolverhampton, General Draper Nov 16 at 3 Bankruptcy bldgs, Carey st
CLARK, MATEO, New Broad st, Railway Contractor Nov 12 at 12 Bankruptcy bldgs, Carey st
CLOWES, MARK, and DAVID CARSON, Altrincham Nov 12 at 3.30 Off Rec, Byrom st, Manchester
COOPER, GEORGE WILLIAM, Birkenhead, Butcher Nov 15 at 3 Off Rec, 35, Victoria st, Liverpool
DAVIES, RICHARD THOMAS, Risenau Festiniog, Merioneth, Journeyman Butcher Nov 16 at 1.45 Market Hall, Blaenau Festiniog
DUCKWORTH, CHARLES, Harriseahead, Staffs Nov 12 at 11 Off Rec, Newcastle under Lyme
ENGLAND, GEORGE, Derby, Milkseller Nov 12 at 11 Off Rec, 40, St Mary's gate, Derby
GEORGE, GEORGE CECIL THORNE, Oxenden st, Coventry st, Nov 12 at 12 Bankruptcy bldgs, Carey st
GREVILLE, CHARLES, Ulverston, Surgeon Dentist Nov 12 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
HAMAR, HENRY BRYAN, Wellbrook, Peterchurch, Farmer Nov 12 at 12 2, Offa st, Hereford
HAVERCROFT, GEORGE WILLIAM, jun. Kingston upon Hull, Agent Nov 12 at 11 Off Rec, Trinity House lane, Hull
HINCHLIFFE, JAMES ALFRED, Pudsey, York, Joiner Nov 15 at 11 Off Rec, 31, Manor row, Bradford
HUTT, WILLIAM, Alton, Lancs, Horse Breaker Nov 15 at 12 Off Rec, 4, East st, Southampton
KIRKHAM, FREDERICK JOHN, Waterloo, Lancs, Grocer Nov 17 at 3 Off Rec, 35, Victoria st, Liverpool
LATTA, ALEXANDER, Hoylake, Cheshire, Yacht Builder Nov 16 at 12 Off Rec, 35, Victoria st, Liverpool
LOBEL, ARTHUR, Higher Broughton, Shipping Merchant Nov 12 at 3 Off Rec, Byrom st, Manchester
LONGBOTTOM, JOE, Batley Carr, York, Builder Nov 12 at 3 Off Rec, Bank chmbrs, Batley
LUCAS, THOMAS WILLIAM, Kilburn, Costumier Nov 12 at 2.30 Bankruptcy bldgs, Carey st
MARSHALL, PETER, Brighton Nov 12 at 12.30 Off Rec, 4, Pavilion bldgs, Brighton
MELVILLE, GEORGE CLOUGH, Manchester, Auctioneer Nov 12 at 2.30 Off Rec, Byrom st, Manchester
MORGAN, OWEN, Swansea, Hotel Manager Nov 12 at 12 Off Rec, 31, Alexandra rd, Swansea
PLANT, JOHN, Bagnall, Staffs, Farmer Nov 12 at 10.30 Off Rec, Newcastle under Lyme
RATTENBURY, JAMES, Exmouth, Greengrocer Nov 18 at 10.30 Off Rec, 13, Bedford circus, Exeter
RICH, CHARLES JAMES, Leeds, Blind Maker Nov 17 at 11 Off Rec, 22, Park row, Leeds
RIGBY, JAMES, Milton, Staffs, Earthenware Manufacturer Nov 12 at 12 Off Rec, Newcastle under Lyme
RIMMER, WILLIAM, Wigan, Pattern Maker Nov 16 at 3 16, Wood st, Bolton
ROLLINSON, GEORGE, Whitkirk, York, Farmer Nov 16 at 11 Off Rec, 22, Park row, Leeds
SANDERS, HERBERT EDWIN, Southwark st, Provision Merchant Nov 15 at 12 Bankruptcy bldgs, Carey st
SPEER, WALTER HAROLD, Hove, Sussex, Journalist Nov 12 at 12 Off Rec, Pavilion bldgs, Brighton
STARLING, JAMES WALTER, Lower Sheringham, Norfolk, Carpenter Nov 13 at 11.30 Off Rec, 8, King st, Norwich
THOMAS, RICHARD, Abercrave, Brecon, Builder Nov 15 at 2.30 Bankruptcy bldgs, Carey st
TOLLY, JANE RHODA, Amersham, Bucks Nov 17 at 3.30 Off Rec, 34, Fisher st, Carlisle
TURNER, WALTER GERALD, West Norwood, Tyre Maker Nov 17 at 2.30 Bankruptcy bldgs, Carey st
WALKER, SAMUEL, Droylsden, Lancs, Builder Nov 17 at 2.30 Off Rec, Byrom st, Manchester
WARRILOW, WILLIAM ROBERT, Weston super Mare, Cycle Maker Nov 12 at 12.30 The George Railway Hotel, Victoria st, Bristol
WESENCRAFT, R H, Great Winchester st Nov 17 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ABRAHAMS, WILLIAM, Tunbridge Wells, Baker Tunbridge Wells Pet Nov 1 Ord Nov 1
BATEMAN, SAMUEL, Amroth, Pembroke, Grocer Pembroke Dock Pet Nov 1 Ord Nov 1
BAYLES, HERBERT, Stradbroke, Suffolk, Saddler Ipswich Pet Nov 3 Ord Nov 3
BLOOD, GEORGE, Birmingham, Carpenter Birmingham Pet Nov 1 Ord Nov 3
BOARDMAN, JOHN, Halliwell, nr Bolton, Packing Case Maker Bolton Pet Oct 29 Ord Oct 30
BOWES, EDWARD, Maidstone, Builder Maidstone Pet Oct 7 Ord Nov 3
BOWETT, REUBEN JOHN, Altrincham, Grocer Manchester Pet Nov 2 Ord Nov 2
BRAIN, ISAAC, Staple Hill, Glos, Wheelwright Bristol Pet Nov 2 Ord Nov 2
BROWNE, HENRY FRANCIS WOLVE, Stoke, Suffolk High Court Pet Oct 30 Ord Oct 30
CHEVERTON, ALBERT MILTON, Ryde, I of W, Cycle Agent Newport Pet Nov 2 Ord Nov 2
COLE, WILLIAM, Cwmbran, Mon, Greengrocer Newport Mon Pet Nov 3 Ord Nov 3
COLWILL, GEORGE, Mountain Ash, Glam, Grocer Aberdare Pet Nov 2 Ord Nov 2
COOPER, GEORGE WILLIAM, Birkenhead, Journeyman Butcher Birkenhead Pet Nov 1 Ord Nov 1
DAVIES, REES, Tylorstown, Glam, General Dealer, Pontypridd Pet Nov 3 Ord Nov 3
ENGLAND, GEORGE, Derby, Milkseller Derby Pet Nov 1 Ord Nov 1
FLAXMAN, ARTHUR WALTER, Hornsey, Builder High Court Pet Nov 1 Ord Nov 1
GIDNEY, EDRIC ALFRED, Ipswich, Dairyman Ipswich Pet Nov 2 Ord Nov 2
GREVILLE, CHARLES, Ulverston, Surgeon Dentist Ulverston Pet Oct 15 Ord Oct 29
HARRISON, WILLIAM JOSEPH, Camden Town, Butcher High Court Pet Oct 15 Ord Nov 2
HOLME, WILLIAM ASSHETON, Northampton, Manufacturing Chemist Northampton Pet Nov 1 Ord Nov 1
HORNER, PERCY WILLIAM, Pontefract, Yorks, Jeweller Wakefield Pet Nov 2 Ord Nov 2
JAY, GEORGE, Swansea, Journeyman Joiner Swansea Pet Nov 2 Ord Nov 2
MEAD, WILLIAM MARTIN LUTHER, Evesham, Worcestershire, Commission Agent Worcester Pet Nov 1 Ord Nov 1
PARKER, GEORGE, Leyburn, Yorks, Rural Postman Northallerton Pet Oct 30 Ord Nov 1
PECKITT, JAMES, Filey, Yorks, Grocer Scarborough Pet Nov 1 Ord Nov 1
POWELL, ALBERT THOMAS, King's Heath, Commission Agent Birmingham Pet Oct 25 Ord Oct 30
POYNER, ROBERT LOVATT, Birmingham, Draper Birmingham Pet Oct 5 Ord Nov 1
QUIGLEY, LISBETH, and LOUISA QUIGLEY, Kingston upon Hull, Tobacconists Kingston upon Hull Pet Nov 1 Ord Nov 1
RAPPITT, WILLIAM, Loughborough, Bootmaker Leicester Pet Oct 13 Ord Nov 1
RATTENBURY, JAMES, Exmouth, Greengrocer Exeter Pet Nov 1 Ord Nov 1
RAYNOR, JOHN JARVIS, Worksop, Butcher Nottingham Pet Nov 2 Ord Nov 2
RIGBY, JAMES, Milton, Staffs, Earthenware Manufacturer Hanley Pet Oct 12 Ord Oct 30
RIMMER, WILLIAM, Wigan, Pattern Maker Wigan Pet Nov 2 Ord Nov 2
SAMUELS, LEWIS, Redland, Bristol, Commission Agent Bristol Pet Oct 23 Ord Nov 3
SPEER, WALTER HAROLD, Hove, Journalist Brighton Pet Oct 28 Ord Nov 3
STEVENS, JOHN, Hesley, Sheffield, Grocer Sheffield Pet Nov 3 Ord Nov 3
STOREY, JAMES, Staveley, Westmorland, Builder Kendal Pet Nov 3 Ord Nov 3
THURKLE, EDWARD, Denmark st, Soho, Sword Cutler High Court Pet Sept 22 Ord Nov 2
WALDRON, WILLIAM, Leeds, Paper Ruler Leeds Pet Oct 30 Ord Oct 30
WESTLEY, JOHN, Birmingham, Cabinet Maker Birmingham Pet Oct 29 Ord Nov 2
WHITE, CHARLES EDWARD, Handsworth, Staffs, Grocer Birmingham Pet Nov 1 Ord Nov 1
WILLIAMS, ELLEN BARBARA, Gt Yarmouth Gt Yarmouth Pet June 15 Ord Nov 1
WOODCOCK, CHARLES, Pimlico rd, Grocer Wandsworth Pet Oct 6 Ord Nov 3

Amended notice substituted for that published in the London Gazette of Oct. 29:

SPRINGFORD, RUPERT RICHMOND, Merton, Cycle Manufacturer Croydon Pet Aug 19 Ord Oct 29

London Gazette.—TUESDAY, Nov. 9.

RECEIVING ORDERS.

ALABONE, HENRY WILLIAM, Chissold Park Edmonton Pet Oct 4 Ord Nov 5
BELL, WILLIAM, Northallerton Stockton on Tees Pet Nov 3 Ord Nov 3
BERRY, ALMA JOSEPH, Dewsbury, Insurance Agent Blackburn Pet Nov 4 Ord Nov 4
BRAKEFIELD, CHARLES, Charing, Kent Maidstone Pet Nov 6 Ord Nov 6
BUNKALL, JOHN, Accrington Blackburn Pet Nov 5 Ord Nov 5
CHIVERS, THOMAS JOHN, Bristol Bristol Pet Nov 4 Ord Nov 4
CLARKE, HEATON ADDEY, Dudley, Worcester, Paper Bag Maker Dudley Pet Nov 4 Ord Nov 4
COCHRANE, ROBERT BROWN, Tiverton, Devon, Coal Merchant Exeter Pet Oct 14 Ord Nov 4
COLE, WILLIAM, Snodland, Kent Maidstone Pet Nov 4 Ord Nov 4
COOPER, ROBERT BRYAN, Scarborough, Draper Scarborough Pet Nov 4 Ord Nov 4
COULSON, SAMUEL, Eastwood, Notts, Draper Derby Pet Nov 5 Ord Nov 5
DAVISON, JAMES ELLIOTT, South Shields Newcastle on Tyne Pet Nov 4 Ord Nov 4

DINGWELL, WILLIAM, Goole, Yorks Wakefield Pet Nov 5 Ord Nov 5

FOWLER, DONALD, and THOMAS WATSON MURPHY, Sheffield Tailors Sheffield Pet Oct 21 Ord Nov 4

GILL, ESTHER DIANA, Oldbury, Worcester West Bromwich Pet Nov 4 Ord Nov 4

GILLDORN, JAMES SCOTT, West Bridgford, Notts, Yarn Agent Nottingham Pet Nov 5 Ord Nov 5

GODWIN, ALFRED WALTER, New st hill, Printer High Court Pet Nov 5 Ord Nov 5

HAIGH, J W, Bradford, Wool Merchant Bradford Pet Oct 15 Ord Nov 4

HAWKINS, CHARLES FREDERICK BONNEY, Grosvenor Club, Bond st High Court Pet Oct 12 Ord Nov 5

HILLS, WILLIAM EDWARD, Ondine rd, East Dulwich, Publican High Court Pet Nov 5 Ord Nov 5

HORSEY, ALBERT, Bournemouth, Builder Poole Pet Oct 26 Ord Nov 5

IBRAHIM TASSO & Co, Manchester Manchester Pet Oct 15 Ord Nov 5

JOHNSON, JAMES, Needwood, Staffs, Labourer Burton on Trent Pet Nov 5 Ord Nov 5

KENT, JOHN, Wednesbury, Staffs, Butcher Walsall Pet Nov 2 Ord Nov 2

LAW, RAISTRICK, Pudsey, Yorks, General Draper Bradford Pet Oct 27 Ord Nov 4

LEAVER, THOMAS BIRD, Gracechurch st, Printer High Court Pet Sept 20 Ord Nov 3

MILLER, ERNEST G V, Angel court, Outside Stockbroker High Court Pet Oct 14 Ord Nov 3

MITCHELL, WALTER SWIRE, and WILLIAM HERBERT MITCHELL, Halifax, Bakers Halifax Pet Nov 4 Ord Nov 4

MYNHEER, WILLIAM HENRY, Ramsgate, Smackowner Canterbury Pet Nov 5 Ord Nov 5

NASCH, ISIDOR, Whitechapel rd, Engineer High Court Pet Sept 10 Ord Nov 4

ORME, JOHN, Cross st, Finsbury High Court Pet Nov 4 Ord Nov 4

OWEN, BENJAMIN, Wrexham, Builder Wrexham Pet Nov 5 Ord Nov 5

POPHAM, CHRISTOPHER VYVYAN, Highweek, Devon, Artist Exeter Pet Nov 5 Ord Nov 5

POTTER, THOMAS WILLIAM, Derby, Coal Merchant Derby Pet Nov 4 Ord Nov 4

REVELL, CHARLES, St Leonard's on Sea, Tobacconist Hastings Pet Nov 6 Ord Nov 6

ROCKMAN, FRANCESCA ELSIE, Banbury, Oxon, Schoolmistress Banbury Pet Nov 4 Ord Nov 4

ROGERS, COLLINS, & Co, Crooked lane, Tea Dealers High Court Pet Sept 15 Ord Nov 4

ROGERS, DAVID, Mayfield, Sussex, Farmer, Tunbridge Wells Pet Nov 6 Ord Nov 6

RUSCIMAN, JOHN FINLAY, Gt James st, Journalist High Court Pet Nov 5 Ord Nov 5

RUSSELL, F A, Streatham Wandsworth Pet Sept 30 Ord Nov 4

SAMPSON, LEWIS, Hanley, Staffs, Baker Hanley Pet Oct 21 Ord Nov 5

SEWELL, FREDERICK, Colchester, Fancy Draper Colchester Pet Nov 4 Ord Nov 4

SMITH, SAM, Red Lion st, St George's in the East, Baker High Court Pet Oct 14 Ord Nov 4

STARR, JOHN, Buxted, Sussex Lewes Pet Oct 16 Ord Nov 5

STOVOLD, ARTHUR CHARLES, Bristol, Tailor's Cutter Bristol Pet Oct 23 Ord Nov 5

STRAUGHAN, JOHN, Benshaw, Gateshead, Clerk Newcastle on Tyne Pet Nov 6 Ord Nov 6

TATHAM, S BOUSFIELD, Kensington, Electrical Engineer High Court Pet Oct 16 Ord Nov 4

THOMAS TAPLIN & Co, Cheapside High Court Pet Sept 3 Ord Nov 4

TURNER, ALBERT EDWARD, Burnley Burnley Pet Nov 4 Ord Nov 4

VON VEITH, MAX, Aldeburgh, Suffolk High Court Pet Oct 7 Ord Nov 4

WAKEFIELD, WILLIAM BARNET, Newnham, Warwicks, Farmer Coventry Pet Nov 1 Ord Nov 1

WARD, ARTHUR ARNOTT, Burnley, Insurance Agent Burnley Pet Nov 5 Ord Nov 5

WOLFE, GEORGE, Newport, I W, Greengrocer Newport Pet Nov 4 Ord Nov 4

WRIGHT, WILLIAM, Nottingham, Music Teacher Nottingham Pet Nov 5 Ord Nov 5

YATES, CHARLES MOULDING, New Crofton, Yorks, Butcher Wakefield Pet Oct 18 Pet Nov 5

Amended notice substituted for that published in the London Gazette of Sept. 24:

HUGHES, OWEN, Liverpool, Joiner Liverpool Pet Sept 10 Ord Sept 20

ORDER RESCINDING RECEIVING ORDER AND ANNULLING ADJUDICATION.

LEADER, ARTHUR, Roman rd, Old Ford, Bootmaker High Court Rec Ord July 24, 1897 Adjud July 24 Resc & Annul Nov 3

FIRST MEETINGS.

ALEXANDER, SAMUEL KING, Reading Nov 16 at 12 Queen's Hotel, Reading

BAYLES, HERBERT, Stradbroke, Suffolk, Saddler Nov 19 at 2 Off Rec, 36, Princes st, Ipswich

BERESTON, JOHN SMITH, Manchester, Costume Manufacturer Nov 17 at 3 Off Rec, Byrom st, Manchester

BELL, OLIVER, Kingston upon Hull, Grocer Nov 16 at 11.30 Off Rec, Trinity House lane, Hull

BRACEY, EVAN, and ISAAC BRACEY, Staple Hill, Glos, Builders Nov 17 at 11.30 Off Rec, Baldwin st, Bristol

BRAKSFIELD, CHARLES, Charing, Kent Nov 17 at 10.15 Off Rec, 9, King st, Maidstone

BRAIN, ISAAC, Staple Hill, Glos, Wheelwright Nov 17 at 12 Off Rec, Baldwin st, Bristol

CHIVERS, THOMAS JOHN, Bristol, Builder Nov 17 at 1 Off Rec, Baldwin st, Bristol

CLAPP, CHARLES, Fenge, Builder Nov 17 at 3 24, Railway app, London Bridge

COLE, WILLIAM, Snodland, Kent Nov 17 at 10.30 Off Rec, 9, King st, Maidstone

CORY, CHARLES ERNEST, Market Harborough, Leicester, Baker Nov 16 at 12.30 Off Rec, 1, Berridge st, Leicester

CROSS, JOHN ASHBY, Newcastle on Tyne, Hosier Nov 17 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

FLAXMAN, ARTHUR WALTER, Hornsey, Builder Nov 16 at 12 Bankruptcy bldgs, Carey st

GIDNEY, EGBIC ALFRED, Ipswich, Dairyman Nov 19 at 10.30 Off Rec, 36, Princes st, Ipswich

GODWIN, ALFRED WALTER, New st hill, Printer Nov 17 at 12 Bankruptcy bldgs, Carey st

HANCOCK, JOHN, Darlington, Striker Nov 21 at 3 Off Rec, 8, Albert rd, Middlesborough

HANNELL, HERBERT, Bushey, Provision Dealer Nov 16 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

HAWKINS, CHARLES FREDERICK BONNEY, Grosvenor Club, Bond st Nov 17 at 11 Bankruptcy bldgs, Carey st

HILLS, WILLIAM EDWARD, East Dulwich, Publican Nov 1 at 2.30 Bankruptcy bldgs, Carey st

HOLME, WILLIAM ASSHETON, Northampton, Manufacturing Chemist Nov 17 at 12.30 County Court bldgs, Sheep st, Northampton

IBRAHIM, TASSO, & Co, Manchester Nov 16 at 3 Off Rec, Byrom st, Manchester

JABHNICHEN, MAX, Birmingham, Merchant Nov 19 at 11 23, Colmore row, Birmingham

JEFFERY, THOMAS, Bridport, Dorset, Coal Dealer Nov 16 at 12.30 Off Rec, City Chambers, Endless st, Salisbury

JOHNSON, JOSEPH MELL, Worksop, Plumber Nov 17 at 2.30 Off Rec, Figtree ln, Sheffield

KNIGHT, CHARLES, Newport, I of W, Photographer Nov 16 at 12 Off Rec, Newport, I of Wight

LEAVER, THOMAS BIRD, Gracechurch st, Printer Nov 16 at 11 Bankruptcy bldgs, Carey st

LEWIS, DANIEL, Porth, Glam, Boot Dealer Nov 16 at 12 65, High st, Merthyr Tydfil

MASSEY, CHARLES HENRY, Warrington, Wire Rope Maker Dec 3 at 10.45 Court house, Upper Bank st, Warrington

MEAD, WILLIAM MARTIN LUTHER, Evesham, Worcesters, Commission Agent Nov 18 at 11.30 Off Rec, 45, Copenhagen st, Worcester

MILLER, ERNEST G V, Angel ct, Outside Stockbroker Nov 16 at 2.30 Bankruptcy bldgs, Carey st

NORTON, MARGARET, Scarborough Nov 17 at 3 Off Rec, 74, Newborough st, Scarborough

ORME, JOHN, Cross st, Finsbury Nov 16 at 12 Bankruptcy bldgs, Carey st

OWEN, HUMPHREY, Llangefni, Anglesey, Farmer Nov 17 at 2 Ship Hotel, Bangor

PITTARD, BALDWIN, Tottenham, Baker Nov 17 at 3 Off Rec, 95, Temple chmbrs, Temple av

POPHAM, CHRISTOPHER VYVYAN, Highweek, Devons, Artist Nov 18 at 10.30 Off Rec, 13, Bedford circus, Exeter

POTTER, THOMAS WILLIAM, Derby, Coal Merchant Nov 16 at 2.30 Off Rec, 40, St Mary's gate, Derby

POWELL, ALBERT THOMAS, King's Heath, Worcesters, Commission Agent Nov 18 at 11 23, Colmore row, Birmingham

QUIGLEY, LISBETH, and LOUISA QUIGLEY, Kingston upon Hull, Tobacconists Nov 16 at 11 Off Rec, Trinity house lane, Hull

SELBY, GEORGE WILLIAM COLEMAN, Ightham, Kent, Farmer Nov 16 at 3 24, Railway app, London bridge

SEWELL, FREDERICK, Colchester Fancy Draper Nov 17 at 2 Off Rec, 36, Princes st, Ipswich

SMITH, DAVID BERKEN, Northampton, Provision Dealer Nov 17 at 12 County Court bldgs, Sheep st, Northampton

STOVOLD, ARTHUR CHARLES, Bristol, Tailor's Cutter Nov 17 at 3 Off Rec, Baldwin st, Bristol

VINCENT, ALFRED, Bitton, Gloucester, Farmer Nov 17 at 12.30 Off Rec, Baldwin st, Bristol

WALDRON, WILLIAM, Leeds, Paper Ruler Nov 18 at 11 Off Rec, 22, Park row, Leeds

WALPOLE, HORACE, Bruton st Nov 18 at 2.30 Bankruptcy bldgs, Carey st

WARD, WILLIAM, West Bromwich, Puddler Nov 24 at 11 The County Court, West Bromwich

WEST, WILLIAM, Cross lane, Eastcheap, Ship Broker Nov 18 at 12 Bankruptcy bldgs, Carey st

WAKEFIELD, WILLIAM BARNETT, Rugby, Farmer Nov 16 at 12 Off Rec, 17, Hertford st, Coventry

WILKINSON, ROBERT CHARNLEY, Ecclesfield, York, Coal Merchant Nov 17 at 3 Off Rec, Figtree lane, Sheffield

WOLFE, GEORGE, Newport, I of W, Greengrocer Nov 16 at 11 Off Rec, Newport, I of W

WOODCOCK, CHARLES, Pimlico rd, Grocer Nov 17 at 11.30 24, Railway app, London Bridge

ADJUDICATIONS.

ALEXANDER, SAMUEL KING, Reading Reading Pet Nov 3 Ord Nov 4

ASHFORD, FREDERICK, Stoke upon Trent, Licensed Victualler Hanley Pet Oct 15 Ord Nov 3

BAKER, HENRY, Upper Norwood High Court Pet Oct 20 Ord Nov 3

BELL, WILLIAM, Northallerton Stockton on Tees Pet Nov 3 Ord Nov 3

BERRY, ALMA JOSEPH, Dewsbury, Insurance Agent Blackburn Pet Nov 4 Ord Nov 4

BOWMAN, PARKER, Patterdale, Westmrld, Joiner Carlisle Pet Oct 15 Ord Nov 5

BUNKALL, JOHN, Accrington Blackburn Pet Nov 5 Ord Nov 5

CHESSERIGHT, HERBERT JAMES, Wolverhampton, Draper Wolverhampton Pet Oct 1 Ord Nov 5

CHIVERS, THOMAS JOHN, Bristol Bristol Pet Nov 4 Ord Nov 4

CLARK, HEATON ADDEY, Dudley, Worcester, Paper Bag Maker Dudley Pet Nov 4 Ord Nov 4

COLE, WILLIAM, Snodland, Kent Maidstone Pet Nov 4 Ord Nov 4

COOPER, ROBERT BRYAN, Scarborough, Draper Scarborough Pet Nov 3 Ord Nov 5

COULSON, SAMUEL, Eastwood, Notts, Draper Derby Pet Nov 5 Ord Nov 5

DAVISON, JAMES ELLIOTT, South Shields, Draper's Assistant Newcastle on Tyne Pet Nov 4 Ord Nov 4

DEAN, GEORGE EDWARD, Wyke Regis, Dorset, Builder Dorchester Pet Nov 3 Ord Nov 4

DINGWELL, WILLIAM, Goole, Yorks Wakefield Pet Nov 5 Ord Nov 5

GEORGE, GEORGE CECIL THORNE, Oxendon st, Coventry High Court Pet July 26 Ord Nov 3

GILL, ESTHER DIANA, Oldbury, Worcester West Bromwich Pet Nov 2 Ord Nov 4

GILLDORN, JAMES SCOTT, West Bridgford, Notts, Yarn Agent Nottingham Pet Nov 5 Ord Nov 5

GRAY, MARTHA HANNAH, Blackpool Preston Pet Sept 30 Ord Nov 4

HANNELL, HERBERT, Bushey, Provision Dealer St Albans Pet Oct 5 Ord Nov 5

JOHNSON, JAMES, Needwood, Staffs, Labourer Burton on Trent Pet Nov 5 Ord Nov 5

LAWES, HERBERT, Greenwich, Hay Merchant Greenwich Pet March 26 Ord Nov 2

LEWTAS, JOHN, Beswick, Manchester, Grocer Manchester Pet Sept 21 Ord Nov 4

LITTLEY, GEORGE JAMES WILLIS, Ottery St Mary, Devon, Ironmonger Exeter Pet Oct 22 Ord Nov 5

MITCHELL, WALTER SWIRE, and WILLIAM HERBERT MITCHELL, Halifax, Bakers Halifax Pet Nov 4 Ord Nov 4

MYNHEER, WILLIAM HENRY, Ramsgate, Smackowner Canterbury Pet Nov 4 Ord Nov 5

ORME, JOHN, Cross st, Finsbury High Court Pet Nov 4 Ord Nov 4

POPHAM, CHRISTOPHER VYVYAN, Highweek, Devon, Artist Exeter Pet Nov 5 Ord Nov 5

POTTER, THOMAS WILLIAM, Derby, Coal Merchant Derby Pet Nov 4 Ord Nov 4

REVELL, CHARLES, St Leonard's on Sea, Tobacconist Hastings Pet Nov 6 Ord Nov 6

ROGERS, DAVID, Mayfield, Sussex, Farmer Tunbridge Wells Pet Nov 6 Ord Nov 6

RUSSELL, F A, Streatham Wandsworth Pet Sept 27 Ord Nov 6

SEWELL, FREDERICK, Colchester, Fancy Draper Colchester Pet Nov 3 Ord Nov 4

STRAUGHAN, JOHN, Gateshead, Clerk Newcastle on Tyne Pet Nov 6 Ord Nov 6

TATHAM, S BOUSFIELD, Kensington, Electrical Engineer High Court Pet Oct 16 Ord Nov 4

TIBBITS, HERBERT, Eastbourne ter, Paddington High Court Pet Nov 2 Ord Nov 2

TURNER, ALBERT EDWARD, Burnley, Grinder Burnley Pet Nov 4 Ord Nov 4

WAKEFIELD, WILLIAM BARNETT, Rugby, Brick Manufacturer Coventry Pet Nov 1 Ord Nov 1

WARD, ARTHUR ARNOTT, Burnley, Insurance Agent Burnley Pet Nov 5 Ord Nov 5

WOLFE, GEORGE, Newport, I of W, Greengrocer Newport and Ryde Pet Nov 4 Ord Nov 4

WRIGHT, WILLIAM, Nottingham, Music Teacher Nottingham Pet Nov 5 Ord Nov 5

ADJUDICATION ANNULLED.

SUMNER, MATTHEW HENRY, Claremont rd, Forest Gate High Court Adjud Oct 23, 1893 Annul Aug 12, 1897